



# PUBLIC COMMENT SIGN IN SHEET

Tuesday, February 21, 2012

6:00 PM

**Limited to forty [40] minutes, four [4] minutes per person.**

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

**Citizens with comments related to a specific action agenda item will be called first.**

If time permits additional citizens may be permitted to speak on a non-agenda items *[at the discretion of the Chair].*

## PRINT Information Below

	FULL NAME	AGENDA ITEM FOR DISCUSSION	NON-AGENDA ITEMS
1	<del>Edna Davis</del>	<del>2011-22</del>	MOVED TO PUBLIC HEARING
2	LARRY LINSIN		AGENDA WORDING
3			
4			
5	Johnny Keilay	2011-23	MOVED TO PUBLIC HEARING
6			
7			
8	Bottorve	<del>2011-24</del>	2012-06
9			
10	Bury Nichols		Reservant
11			
12	MIKE SACKS		2012-07
13			
14			
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16			
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18			
19			
20			

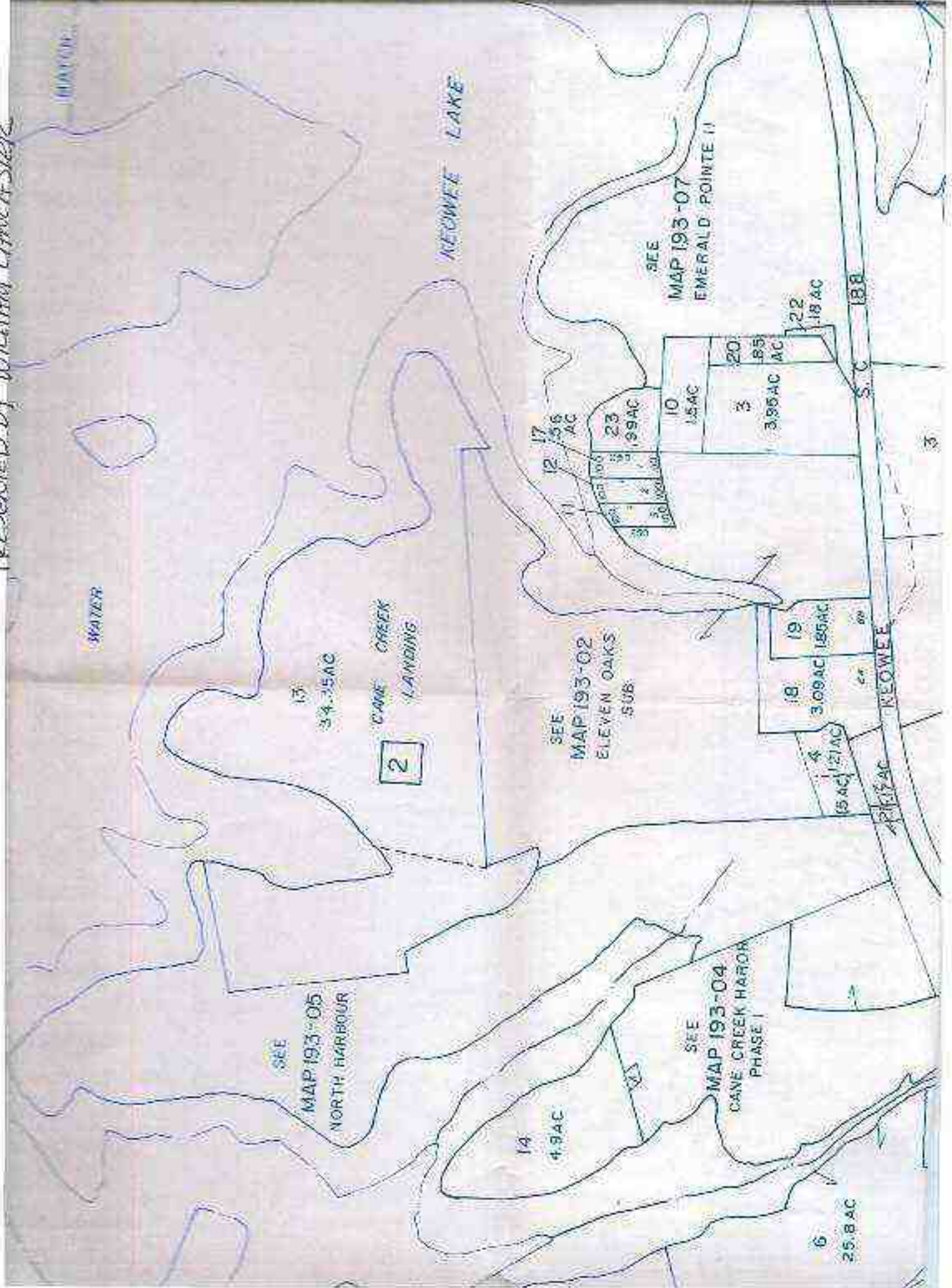
Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

**NOTE:** Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, partisan political activity and/or comments.

*Council may make closing comments directly following the public & extended public comment sessions if time permits.*



PRESENTED BY WILLIAM LANCASTER



WATER

KEOWEE LAKE

CANE CREEK LANDING

SEE  
MAP 193-05  
NORTH HARBOUR

SEE  
MAP 193-02  
ELEVEN OAKS  
SUB.

SEE  
MAP 193-04  
CANE CREEK HARBOR  
PHASE I

SEE  
MAP 193-07  
EMERALD POINTE II

13  
34.35 AC

14  
4.9 AC

11  
1.0 AC  
12  
1.0 AC  
13  
1.0 AC  
14  
1.0 AC  
15  
1.0 AC  
16  
1.0 AC  
17  
5.6 AC  
18  
1.0 AC  
19  
1.0 AC  
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21  
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1.0 AC  
23  
1.99 AC

10  
1.5 AC  
3  
3.95 AC  
20  
1.85 AC

18  
3.09 AC  
1.85 AC

22  
1.18 AC

6  
25.8 AC

S. C. 188

KEOWEE

3

Submitted by Mrs. Lenny Pears

I sit before you once again for the 3<sup>rd</sup> time, making a plea for myself and property owners who requested Traditional Rural Zoning 2 years ago in the S. Cove Rd area, only to have been refused 2 times already, with the Planning Dept. changing the entire zoning requests made by these same property owners. Viewing the map which I hold in my hand shows that 3 requests have been changed, those being below the Port Santorini entrance, the others beginning at the entrance of South Cove Road, eliminating the Tribble Property remaining zone free, which in fact comes within 50 ft. of my driveway on the opposite side of the street. Other properties on the right side entering S. Cove Road, including the Cleavelands, who by the way requested Traditional Rural, another 5 or 6 properties, these owners were never included in the request, then my 2 parcels have been placed in the Ag Res. Zoning, then directly across the street is the Powell property, and more parcels ~~that~~ have been changed also to Ag Res., making a clean sweep down to the Port Santorini entrance solid zoning. I think it strange that out of this entire petition only 1 other parcel in another area has been placed in Ag Res. My reason for wanting Traditional Rural, its less restrictive, requires less size lots for homes than Ag Res, with too many other reasons to mention, with time limited. I plan no changes in the use of my property, but one day my children will have ownership and I would like to think that it has kept its value, the value will be lowered if placed in ~~Ag Res.~~ <sup>Ag Res.</sup> None of us are new property owners that I am speaking of, I, myself have owned & lived at present property for about 53 years, been capable of stewardship, still remain capable.

I would like to say that this entire ZEO plan was entered into much too soon, in that the entire ZEO should have been completed before a single parcel was zoned. People have been treated unjust because of this, ZONING, adding more zoning, changing zoning plan as they went along. Now I have been told by Mr. Honea that he has presented to the Planning Dept. a plan which will not allow property owners with a 1 1/2 acre or more tract of land be dragged into these small parcel petitions. Woo Hoo, what are we saying here? How about all the damage that has already been done to property owners? Are they to live with that? Just as we sit here tonight saying "WHAT ABOUT US?" I say no <sup>justice</sup> correctness at all. This whole procedure has been like taking a cake out of the oven before it's done. You know what happens, it falls!!!! No more damage should be done. Either send this petition back to planning or throw out the whole ZEO.

WHY HAS THIS PETITION ON COVE RD. BEEN SO RESTRICTED ? IN MY OPIION, THESE CHOICES HAVE BEEN DIRECTLY MADE BY THE AQD GROUP, BECAUSE JIM CODNER LIVES IN SOUTH OAK POINT OFF OF S. COVE ROAD? I THINK IT WOULD BE APPROPRIATE TO ASK AT THIS TIME, WHO RUNS OCONEE COUNTY, IS IT OCONEE COUNTY COUNCIL, WHOM THE PEOPLE ELECTED, OR IS IT THE AQD GROUP? FAIR QUESTION IN MY OPINION.

I would also like to remind each of you, just as I did Mr. Barron, when he paid me a 2 hour visit that in his latter profession that he was over the people, but he along with the rest of you are

*35  
a mail  
was sent by  
Susan Watson  
that Jim  
Codner sent  
out yesterday.  
I would like  
to read the  
email & it  
be entered  
into the minutes  
of tonight's  
meeting*

not to be over the people, but to be for the people. The only 1 of you that I can see that is for the people is Mr. McCall, and I thank you for that Mr. McCall.

I would like to say once again that I have been owner of my property for some 53 years, been very capable of caring & keeping of it, have never been criticized by neighbors before and I will say that I will protect my rights <sup>& my property</sup> even if it turns into another lawsuit. We are not any less important than any other property owners. Others have received Traditional Rural, a neighbor close by, the Mathes property and the Neville property. Please don't take this request too lightly. AGAIN, WHO IS RUNNING THE COUNTY. THANK YOU FOR YOUR TIME!!!!

*You or ASD?*

**"What were you thinking"** when you dreamed up 2012-06? **Who in the world** ran up our already **outrageous** legal meter with this **monstrosity**, and **why**?

You **won't** answer, so let's see how we got here.

Three of you support the most **one-side and unfair** form of zoning ever used in South Carolina, and probably anywhere. One of you promised he'd **overturn** the ZEO. Later, **in these very chambers**, he **sarcastically** asked, **"Did I put it in writing"**?

Three of you ignored **overwhelming** opposition and **literally** gave away **\$3.5 million** to well-connected developers for a project **everyone but you** knew would fail. Tax breaks, cash gifts, special variances and favors, a bait and switch change from lake homes to dormitories, but **nothing** has worked. Two years later, we **still** have **no jobs** and a bank related to one of the developers even failed. **Really great deal, wasn't it?**

With no progress for **eight years** in the hayfield, you bought **another** 400 acres, again over **huge** opposition. The money's **long gone**, and we **still have no jobs** in Fair Play or Echo Hills. New park names and highly restrictive covenants **surely** won't create them, but we'll **never** see **any** jobs in **either location** if you keep promising land to fairgrounds, fire stations, water plants, spray fields, libraries, Y's, and other recreational activities. There won't be any land **left** for companies bringing jobs.

Whose caused the airport mess? **You did!** Two councilmen are so busy micromanaging county employees that **no one** was minding the store!

Who caused the jail mess? **You did!** You sold **\$18 million** worth of bonds you **told us** would be used for a jail, and you're **taxing** us for a jail. But, you **never** had a plan, just options, and once again, **no one** was minding the store. Now, we know it is **all just another bait and switch** tactic, one that gives **you** a \$10,000,000 slush fund.

I won't even mention reassessment.

All this is bringing a major backlash from the public. You don't like it, but **you** caused it because you don't listen to Joe Average Citizen, only well-heeled and special interests.

You tried to blame press, but it's just the **messenger**.

You've tried to blame the public **all along**, saying we need to be educated or we're just right wing nuts.

Now, with 2012-06, you've **crossed the line**. I can't believe **any** county attorney would **ever** allow you to get involved in anything so **vague**, so **unnecessary**, and so **blatantly** unconstitutional. Fellas, this is **political** speech. You've **always** had **plenty** of options for dealing with any disruptions. You need to throw it out, and replace it with something that addresses the **real** problem: That is, Councilmen who receive text messages from the audience and **act on them** while you are supposed to be fair, impartial, and representing the public as a whole.

Don't even try to deny it. You have a record of **inconsistent** and **discriminatory** treatment of citizens. Many are already outraged by 2012-06. Pass it and arrest someone at a council meeting for saying something you don't **like**, and it won't take long to get the US Attorney, an army of DOJ attorneys, the ACLU, and a half dozen other civil rights groups all over you. It won't take any of them 15 minutes to get all your phone records and those of the callers. To use one councilman's favorite expression, I am **absolutely convinced** your problems with the DOJ over the courthouse will be the good ole days.

It is time that you start **listening** to the public, instead of your friends, supporters, and special interests. It is time for you to act like the Republicans you claim to be and live up to the Republican creed. The criticisms will only get **louder and stronger** until you do. And you **will** be held **responsible** for your actions.

I am providing the Clerk with a copy of my comments for inclusion in tonite's record.





**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: February 21, 2012 6:30 p.m.**

**Ordinance 2011-23: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN. AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"** *[Cane Creek Rezoning Request]*

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting. **Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.**

Public comment during a public hearing is not limited to four minutes per person.  
Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.  
Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.  
Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Please PRINT your name**

1. William Lancaster	Elean Oaks
2. Todd Wilson	507
3. Henry Waldrop	Smith Cove
4. David Witterbert	Shelter Cove
5. Lily Davis	
6. Johnny Kelley	
7. Jean Dunning	
<del>8. Dennis Waldrop</del>	<del>North Star Cove</del>
<del>9. Kathy Drent</del>	<del>Mockford Cove</del>
10. Bo Horne	
11. Dave McManis	
12. Joe Davis	
13. Barbara McManis	
14. Jim Ceeley	
15. Goss	
16. Trent McManis	
17. B. J.	
18.	
19.	
20.	
21.	
22.	
23.	
24. Ben Adams	

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Citizen request  
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Citizen request

## Comments for Public Hearing by Bo Horne

2/12/2012

Ordinance 2011-23 is guaranteed to bring more, and much more extensive and more expensive, litigation to our County.

You are using the most one-sided and unfair zoning ordinance ever conceived in a highly inconsistent and discriminatory manner. You are now engaging in a pattern of socio-economic discrimination covered by multiple, highly complex, and easily violated Federal laws and regulations. Your violations will, in the end, cost our County, and some of you personally, very dearly. This will be on top of the lawsuit some of you already face.

We've long known about multiple areas within the ZEO where discrimination will occur when the circumstances arise, but they haven't yet to my knowledge. Nonetheless, these provisions and how they got into the ZEO, will compromise your ability to defend yourselves and the ZEO itself.

But, let's talk about what has happened.

Your partiality against, and disdain for, people of average means has been shown repeatedly through your actions. One councilman calls anyone who opposes his actions, "Inmates". Another, who promised his constituents he would overturn the ZEO completely, later asked very sarcastically in a Council meeting in this very chamber: "Did I put it in writing?" Another calls those who oppose his actions, "Dangerous".

The next round of litigation will likely go to the very core of how the ZEO evolved in the first place. The FOIA requests and subpoenas will be much broader than those in the current lawsuit, they will include more defendants, and they will uncover more examples of the conspiracy used to enact the most horribly unfair zoning process ever known. It is certain to include subpoenas for phone records that will provide clear evidence against those who have sought to influence Councilmen during Council meetings via text messages, and against those Councilmen who allowed themselves to be influenced during meetings. I am sure you know, SLED has already shown that it will make arrests for such activity.



But, even **larger** issues exist for those who support ordinance 2011-23. The Obama administration is treating the big banks and Wall Street's inside traders very harshly when they don't follow the rules. Imagine the barrage of questions you'll get from the US Attorney and the DOJ when multiple groups make charges of socio-economic discrimination against **you**.

**You've already harmed** Jean Jennings and Michelle McMahan **very seriously**. You failed to provide them with any relief when given the chance. Tonite, you will be harming Ms. Davis identically. These **defenseless, little old** ladies of **modest** economic circumstances were treated in a very different manner from that **you and the Planning Commission quickly and willingly** afforded to **multiple, well-connected, men** of **superior** economic means. If you tonite, vote to deny Ms. Davis' long and often stated plea for relief that was provided **immediately** to these others after their brief and simple requests, you will be **confirming** that you are engaging in a pattern of **deliberate and intentional** discrimination. May the Lord have mercy upon you and our County finances when you attempt to defend your actions in Federal, not State, court against the certain claims of egregious activity.

There is no need to state the mens' names here, I am certain you know those to whom I am referring. If not, I will be happy to give them privately to any Councilman who asks.

I am providing the Clerk with a copy of my comments for inclusion in tonite's record.

*an email by Jim Codner*

----- Forwarded Message -----

**From:** Susan watson <[henrysue@bellsouth.net](mailto:henrysue@bellsouth.net)>

**To:** [akdamy@aol.com](mailto:akdamy@aol.com); Alison Vaught <[moparali@aol.com](mailto:moparali@aol.com)>; [angidavis@att.net](mailto:angidavis@att.net); Ann Selby <[annselby@mac.com](mailto:annselby@mac.com)>; Barbara Connolly <[connollyb@nctv.com](mailto:connollyb@nctv.com)>; BetsyandJim McGuffie <[betjim12@bellsouth.net](mailto:betjim12@bellsouth.net)>; BobandJackie Brown <[brown68@nctv.com](mailto:brown68@nctv.com)>; BradandDeb Burton <[b2burton@bellsouth.net](mailto:b2burton@bellsouth.net)>; Cheryl Gilchrist <[gilchrist\\_c@bellsouth.net](mailto:gilchrist_c@bellsouth.net)>; Chris Weathers <[chris@centurypartnersllc.com](mailto:chris@centurypartnersllc.com)>; DaveandSheree Johnson <[shereelea@bellsouth.net](mailto:shereelea@bellsouth.net)>; Deb Wickliffe <[wicklifd@bellsouth.net](mailto:wicklifd@bellsouth.net)>; DianneandMarty Gjelsvik <[tmdg@bellsouth.net](mailto:tmdg@bellsouth.net)>; Don Owen <[dandsowen@bellsouth.net](mailto:dandsowen@bellsouth.net)>; Eileen Anians <[eanians@bellsouth.net](mailto:eanians@bellsouth.net)>; Helen Maish <[helen1942@bellsouth.net](mailto:helen1942@bellsouth.net)>; JimandRobin Diffenderfer <[jdifff32@aol.com](mailto:jdifff32@aol.com)>; MackandLibby Fleming <[mackgfleming@bellsouth.net](mailto:mackgfleming@bellsouth.net)>; Melinda Paluzzi <[mshaluzzi@yahoo.com](mailto:mshaluzzi@yahoo.com)>; Nancy Schwab <[charleslschwab@gmail.com](mailto:charleslschwab@gmail.com)>; PatrickandKathleen Meyer <[kathm@clermson.edu](mailto:kathm@clermson.edu)>; Regina Kerns <[rkerns8@gmail.com](mailto:rkerns8@gmail.com)>; Ron Sparling <[kayak@peoplepc.com](mailto:kayak@peoplepc.com)>; Sara Hornbeck <[ricsarahornbeck@att.net](mailto:ricsarahornbeck@att.net)>; SaraandRay Martin <[piddlin@bellsouth.net](mailto:piddlin@bellsouth.net)>; SharonandJerry Chandler <[sichandler@bellsouth.net](mailto:sichandler@bellsouth.net)>; Stephanie Sparling <[kayaksjs@peoplepc.com](mailto:kayaksjs@peoplepc.com)>; SueandHenry Watson <[henrysue@bellsouth.net](mailto:henrysue@bellsouth.net)>; Ursula VanRaden <[orsolina@bellsouth.net](mailto:orsolina@bellsouth.net)>

**Sent:** Monday, February 20, 2012 4:18 PM

**Subject:** REMINDER : Cane Creek Rezoning Public Hearing

Hi Neighbors. This meeting is very important for all of us. Please try to attend. Sue Watson

**Subject:** Cane Creek Rezoning Public Hearing

As you know from your recent notice in the mail, the Cane Creek rezoning request will have a public hearing before Council this Tuesday, 2/21/12 at 6:00. This is the last step before Council holds their third and final reading - likely at their first meeting in March. This is also the last likely time when opponents to the current recommendation can object and ask for changes. While we don't know of any significant effort in that regard, it may easily come up. The current ordinance calls for a mixture of Lake Residential, Residential and Agricultural Residential classifications. While not totally restrictive, they are the best bet we have to protect our interests around the lake. In particular, no parcels are assigned the Traditional Rural classification, which permits a wide range of non-residential uses. We should feel good about this result if it passes.

Please try to attend this hearing. As I have said before, Council is impressed with numbers. This kind of support is especially good in counteracting negative comments. Please note that the Cane Creek Public Comment is part of the regular agenda (which follows the general comment session), but the first item up. You can feel free to leave after that - should be out no later than 7:00.

Thanks for your support. Please call with questions.

Jim Codner

Ph. 886-0780

**I am a native South Carolinian and purchased my lot from the Hendersons in 1983. It is located at the end of Arrowhead Trail near South Cove Park. The Hendersons sold 9 lots on Arrowhead Trail with the requirement that only single family homes could be built on them. The Planning Commission has recommended that the remaining land that these 9 lots were taken from also be restricted to single family homes in keeping with the character of the neighborhood. You have approved this plan. I applaud the action of the planning commission and the Council and encourage you to stay the course.**

**Henry Watson**

**4011 Arrowhead Trail**

**Seneca, SC**

**864-710-2736**

Invoice #	Date	Description	Attorney	\$\$
693616	3/12/2009	PC w/ Mike Glenn, Attny for Homeowners	T Martin	\$ 67.50
693616	3/26/2009	emails [x4] w/ Glenn; emails [x4] w/ Dale, Art	T Martin	\$ 135.00
693616	3/27/2009	Emails w/ Attorney M. Glenn	T Martin	\$ 67.50
697012	4/7/2009	Review Letters, Email from Mike Glenn, ADC	T Martin	\$ 180.00
697012	4/8/2009	Emails w/ Art, emails w/ Bill West emails w/ art	T Martin	\$ 112.50
697012	4/8/2009	emails [x3] jeff ricketson	T Martin	\$ 270.00
697012	4/9/2009	Emails [x2] w/ Jeff Ricketson email Dale, Art	T Martin	\$ 90.00
704050	6/18/2009	PC w/ Attny Mike Glenn	T Martin	\$ 90.00
722264	12/7/2009	To/From OC	T Martin	\$
722264	12/7/2009	Meeting - Mr Dexter, Corbeil, Art	T Martin	\$ 675.00
722264	12/10/2009	Email w/ Tom Markovich	T Martin	\$ 67.50
722264	12/21/2009	Emails w/ Mr. Corbeil	T Martin	\$ 67.50
744545	8/6/2010	Email from Jim Codner	A Artigliere	\$ 80.00
749339	10/10/2010	Email w/ Mr. Corbeil	T Martin	\$ 270.00
749339	10/11/2010	Email w/ Jim Codner emails [x2] with Mr. Corbeil emails [x2] with Scott	T Martin	\$ 270.00
749339	10/20/2010	PC w/ Mr. Chuck Smith email Mr. Smith	T Martin	\$ 67.50
753838	12/5/2010	Email w/ Mr. Corbeil, Art, Council	T Martin	\$ 90.00
753838	12/6/2010	Email w/ Art	T Martin	\$ 90.00
753838	12/7/2010	Email Mark Tollison Email w/ Mr. Corbeil	T Martin	\$ 180.00
756283	1/17/2011	email w/ Mark Tollison; emails w/ Adam [x2], email w/ Mr. Corbeil	T Martin	\$ 405.00
756283	1/25/2011	Emails [x2] w/ Gary Owens	T Martin	\$ 67.50
				\$ 3,342.50

CHART REFERENCED DURING MR MCCALL COMMITTEE





Ref: Cane Creek Rezoning Request

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 21, 2012**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Public Hearing for Ordinance 2011-23: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

**BACKGROUND OR HISTORY:**

Council took first reading in caption only on September 6, 2011 and sent the issue to the Planning Commission for review. The Commission forwarded a recommendation to Council on December 5, 2011. Council considered the matter on January 17, 2012 and approved the ordinance on 2<sup>nd</sup> reading, directing staff to schedule a public hearing.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

Hold public hearing on Ordinance 2011-23.

**FINANCIAL IMPACT:**

None Anticipated

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Copy of Ordinance 2011-23.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Hean J. Cobley  
Department Head/Elected Official

**Approved for Submittal to Council:**

Scott Moulder  
Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2011-23**

**AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-19, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

**WHEREAS**, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

**WHEREAS**, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Agricultural Residential District (ARD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

192-00-04-002	208-00-01-041	208-00-01-105	208-00-03-009
208-00-01-003	208-00-01-050	208-00-01-110	208-00-03-030
208-00-01-011	208-00-01-057	208-00-03-003	208-00-03-037
208-00-01-019	208-00-01-074	208-00-03-004	208-00-03-078
208-00-01-027	208-00-01-095	208-00-03-006	208-00-03-093
208-00-01-039	208-00-01-098	208-00-03-007	208-00-03-095

B. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Conservation District (CD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

192-00-04-006
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C. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number):



162-00-01-011	177-00-01-050	177-00-01-180	177-00-02-168	177-01-02-018
162-00-01-012	177-00-01-051	177-00-01-181	177-00-02-169	177-01-02-019
162-00-01-016	177-00-01-052	177-00-01-182	177-00-02-170	177-01-02-020
162-00-01-031	177-00-01-053	177-00-01-183	177-00-02-172	177-01-02-021
177-00-01-002	177-00-01-054	177-00-02-007	177-00-02-174	177-01-02-022
177-00-01-003	177-00-01-055	177-00-02-010	177-00-02-175	177-01-02-023
177-00-01-004	177-00-01-056	177-00-02-031	177-00-02-176	177-01-02-024
177-00-01-008	177-00-01-057	177-00-02-039	177-00-02-180	177-01-03-001
177-00-01-009	177-00-01-058	177-00-02-041	177-00-02-183	177-01-03-002
177-00-01-010	177-00-01-059	177-00-02-044	177-00-02-185	177-01-04-001
177-00-01-015	177-00-01-060	177-00-02-045	177-00-02-186	177-01-04-002
177-00-01-016	177-00-01-061	177-00-02-048	177-00-02-187	177-01-04-003
177-00-01-017	177-00-01-062	177-00-02-049	177-00-02-192	177-01-04-005
177-00-01-018	177-00-01-063	177-00-02-068	177-00-02-194	177-01-04-006
177-00-01-019	177-00-01-064	177-00-02-093	177-00-02-196	177-01-04-007
177-00-01-020	177-00-01-065	177-00-02-138	177-00-02-197	177-01-04-008
177-00-01-021	177-00-01-066	177-00-02-139	177-01-01-002	177-01-04-009
177-00-01-022	177-00-01-067	177-00-02-140	177-01-01-005	177-01-04-010
177-00-01-023	177-00-01-068	177-00-02-141	177-01-01-007	177-01-04-011
177-00-01-024	177-00-01-069	177-00-02-142	177-01-01-009	177-01-04-012
177-00-01-025	177-00-01-070	177-00-02-143	177-01-01-010	177-01-04-013
177-00-01-026	177-00-01-071	177-00-02-144	177-01-01-012	177-02-01-001
177-00-01-027	177-00-01-072	177-00-02-145	177-01-01-013	177-02-02-001
177-00-01-028	177-00-01-073	177-00-02-146	177-01-01-014	177-02-02-002
177-00-01-029	177-00-01-074	177-00-02-147	177-01-01-015	177-02-02-003
177-00-01-030	177-00-01-075	177-00-02-148	177-01-01-016	177-02-02-004
177-00-01-031	177-00-01-076	177-00-02-149	177-01-01-017	177-02-02-005
177-00-01-032	177-00-01-077	177-00-02-150	177-01-01-018	177-02-02-006
177-00-01-033	177-00-01-078	177-00-02-151	177-01-01-020	177-02-02-007
177-00-01-034	177-00-01-079	177-00-02-152	177-01-01-021	177-02-02-008
177-00-01-035	177-00-01-080	177-00-02-153	177-01-02-001	177-02-02-009
177-00-01-036	177-00-01-081	177-00-02-154	177-01-02-002	177-02-02-010
177-00-01-037	177-00-01-082	177-00-02-155	177-01-02-003	177-02-02-011
177-00-01-038	177-00-01-083	177-00-02-156	177-01-02-004	177-02-02-012
177-00-01-039	177-00-01-084	177-00-02-157	177-01-02-005	177-02-02-013
177-00-01-040	177-00-01-086	177-00-02-158	177-01-02-006	177-02-02-014
177-00-01-041	177-00-01-087	177-00-02-159	177-01-02-007	177-02-02-015
177-00-01-042	177-00-01-090	177-00-02-160	177-01-02-008	177-02-02-016
177-00-01-043	177-00-01-091	177-00-02-161	177-01-02-009	177-02-02-017
177-00-01-044	177-00-01-098	177-00-02-162	177-01-02-011	177-02-02-018
177-00-01-045	177-00-01-099	177-00-02-163	177-01-02-013	177-02-02-020
177-00-01-046	177-00-01-100	177-00-02-164	177-01-02-014	177-02-02-021
177-00-01-047	177-00-01-101	177-00-02-165	177-01-02-015	177-02-02-022
177-00-01-048	177-00-01-106	177-00-02-166	177-01-02-017	177-02-02-023
177-00-01-049	177-00-01-179	177-00-02-167		177-04-01-002

177-04-01-003	177-04-01-047	177-04-01-093	177-05-01-006	178-00-01-182
177-04-01-004	177-04-01-048	177-04-01-094	177-05-01-007	178-00-01-183
177-04-01-005	177-04-01-049	177-04-01-095	177-05-01-008	178-06-01-001
177-04-01-006	177-04-01-050	177-04-01-096	177-05-01-009	178-06-01-002
177-04-01-007	177-04-01-051	177-04-01-097	177-05-01-010	178-06-01-003
177-04-01-008	177-04-01-052	177-04-01-098	177-05-01-011	178-06-01-004
177-04-01-009	177-04-01-053	177-04-01-099	177-05-01-012	178-06-01-005
177-04-01-010	177-04-01-054	177-04-01-100	177-05-01-013	178-06-01-006
177-04-01-011	177-04-01-055	177-04-01-101	177-05-01-014	178-06-01-007
177-04-01-012	177-04-01-056	177-04-01-102	177-05-01-015	178-06-01-008
177-04-01-013	177-04-01-058	177-04-01-103	177-05-01-016	178-06-01-009
177-04-01-014	177-04-01-059	177-04-01-104	177-05-01-017	178-06-01-010
177-04-01-015	177-04-01-060	177-04-01-105	177-05-01-018	178-06-01-011
177-04-01-016	177-04-01-061	177-04-01-106	177-05-01-019	178-06-01-012
177-04-01-017	177-04-01-062	177-04-01-107	177-05-01-020	178-06-01-013
177-04-01-018	177-04-01-063	177-04-01-108	177-05-01-021	178-06-01-014
177-04-01-019	177-04-01-064	177-04-01-109	177-05-01-022	178-06-01-015
177-04-01-020	177-04-01-065	177-04-01-110	177-05-01-023	192-02-01-001
177-04-01-020A	177-04-01-066	177-04-01-111	177-05-01-024	192-02-01-002
177-04-01-021	177-04-01-067	177-04-01-112	177-05-01-025	192-02-01-003
177-04-01-022	177-04-01-068	177-04-01-113	177-05-01-026	192-02-01-004
177-04-01-023	177-04-01-069	177-04-01-114	177-05-01-027	192-02-01-005
177-04-01-024	177-04-01-070	177-04-01-115	177-05-01-028	192-02-01-006
177-04-01-025	177-04-01-071	177-04-01-116	177-05-01-029	192-02-01-007
177-04-01-026	177-04-01-072	177-04-01-117	177-05-01-030	192-02-01-008
177-04-01-027	177-04-01-073	177-04-01-118	177-05-01-031	192-02-01-009
177-04-01-028	177-04-01-074	177-04-01-119	177-05-01-032	192-02-01-010
177-04-01-029	177-04-01-075	177-04-01-120	177-05-01-033	192-02-01-011
177-04-01-030	177-04-01-076	177-04-01-121	178-00-01-033	192-02-01-012
177-04-01-031	177-04-01-077	177-04-01-122	178-00-01-061	192-02-01-013
177-04-01-032	177-04-01-078	177-04-01-123	178-00-01-069	192-02-01-014
177-04-01-033	177-04-01-079	177-04-01-124	178-00-01-070	192-02-01-015
177-04-01-034	177-04-01-080	177-04-01-125	178-00-01-092	192-02-01-016
177-04-01-035	177-04-01-081	177-04-01-126	178-00-01-118	192-02-01-017
177-04-01-036	177-04-01-082	177-04-01-127	178-00-01-119	192-02-01-018
177-04-01-037	177-04-01-083	177-04-01-128	178-00-01-120	192-02-01-019
177-04-01-038	177-04-01-084	177-04-01-129	178-00-01-121	192-02-01-020
177-04-01-039	177-04-01-085	177-04-01-130	178-00-01-163	192-02-01-021
177-04-01-040	177-04-01-086	177-04-01-131	178-00-01-175	192-02-01-022
177-04-01-041	177-04-01-087	177-04-01-132	178-00-01-176	192-02-01-023
177-04-01-042	177-04-01-088	177-05-01-001	178-00-01-177	192-02-01-024
177-04-01-043	177-04-01-089	177-05-01-002	178-00-01-178	192-02-01-025
177-04-01-044	177-04-01-090	177-05-01-003	178-00-01-179	192-02-01-026
177-04-01-045	177-04-01-091	177-05-01-004	178-00-01-180	193-00-02-003
177-04-01-046	177-04-01-092	177-05-01-005	178-00-01-181	193-00-02-010

193-00-02-011	193-04-01-003	193-05-01-020	193-06-01-026	193-07-01-012
193-00-02-012	193-04-01-004	193-05-01-021	193-06-01-027	193-07-01-013
193-00-02-017	193-04-01-005	193-05-01-022	193-06-01-028	193-07-01-014
193-00-02-020	193-04-01-006	193-05-01-023	193-06-01-029	193-07-01-015
193-00-02-022	193-04-01-007	193-05-01-024	193-06-01-030	193-07-01-016
193-00-02-023	193-04-01-008	193-05-01-025	193-06-01-031	193-07-01-017
193-02-01-001	193-04-01-009	193-05-01-026	193-06-01-032	193-08-01-001
193-02-01-002	193-04-01-010	193-05-01-027	193-06-01-034	193-08-01-002
193-02-01-003	193-04-02-001	193-05-01-028	193-06-01-035	193-08-01-003
193-02-01-004	193-04-02-002	193-05-01-029	193-06-01-036	193-08-01-004
193-02-01-005	193-04-02-003	193-05-01-030	193-06-01-037	193-08-01-005
193-02-01-006	193-04-02-004	193-05-01-031	193-06-01-038	193-08-01-006
193-02-01-007	193-04-02-005	193-05-01-032	193-06-01-039	193-08-01-007
193-02-01-008	193-04-02-006	193-05-01-033	193-06-01-040	193-08-01-008
193-02-01-009	193-04-02-007	193-05-01-034	193-06-01-041	193-08-01-009
193-02-01-010	193-04-02-008	193-05-01-035	193-06-01-042	193-08-01-010
193-02-01-011	193-04-02-009	193-05-01-036	193-06-01-043	193-08-01-011
193-02-01-012	193-04-02-010	193-05-01-037	193-06-01-044	193-08-01-012
193-02-01-013	193-04-02-011	193-05-01-038	193-06-01-045	193-08-01-013
193-02-01-014	193-04-02-012	193-05-01-039	193-06-01-046	193-08-01-014
193-02-01-016	193-04-02-013	193-06-01-001	193-06-01-047	193-08-01-015
193-02-01-017	193-04-02-014	193-06-01-002	193-06-01-048	193-08-01-016
193-02-01-018	193-04-02-015	193-06-01-003	193-06-01-049	193-08-01-018
193-02-01-019	193-04-02-016	193-06-01-004	193-06-01-050	193-08-01-019
193-02-01-020	193-04-03-001	193-06-01-005	193-06-01-051	193-08-01-020
193-02-01-021	193-04-03-002	193-06-01-006	193-06-01-052	193-08-01-021
193-02-01-022	193-05-01-001	193-06-01-007	193-06-01-053	193-08-01-022
193-02-01-023	193-05-01-002	193-06-01-008	193-06-01-054	193-08-01-023
193-02-01-024	193-05-01-003	193-06-01-009	193-06-01-055	193-08-01-024
193-02-01-025	193-05-01-004	193-06-01-010	193-06-01-056	193-08-01-025
193-02-01-026	193-05-01-005	193-06-01-011	193-06-01-057	193-08-01-026
193-02-01-027	193-05-01-006	193-06-01-012	193-06-01-058	193-08-01-027
193-02-01-028	193-05-01-007	193-06-01-013	193-06-01-059	208-00-01-004
193-02-01-029	193-05-01-008	193-06-01-014	193-06-01-060	208-00-01-006
193-02-01-030	193-05-01-009	193-06-01-015	193-07-01-001	208-00-01-007
193-02-01-031	193-05-01-010	193-06-01-016	193-07-01-002	208-00-01-008
193-02-01-032	193-05-01-011	193-06-01-017	193-07-01-003	208-00-01-015
193-02-01-033	193-05-01-012	193-06-01-018	193-07-01-004	208-00-01-016
193-02-01-034	193-05-01-013	193-06-01-019	193-07-01-005	208-00-01-017
193-02-01-035	193-05-01-014	193-06-01-020	193-07-01-006	208-00-01-018
193-02-01-036	193-05-01-015	193-06-01-021	193-07-01-007	208-00-01-021
193-02-01-037	193-05-01-016	193-06-01-022	193-07-01-008	208-00-01-022
193-04-01-001	193-05-01-017	193-06-01-023	193-07-01-009	208-00-01-024
193-04-01-002	193-05-01-018	193-06-01-024	193-07-01-010	208-00-01-025
	193-05-01-019	193-06-01-025	193-07-01-011	208-00-01-026

208-00-01-029	208-00-03-054	208-01-02-007	208-01-04-006	208-02-01-010
208-00-01-031	208-00-03-055	208-01-02-008	208-01-04-007	208-02-01-011
208-00-01-032	208-00-03-056	208-01-02-009	208-01-04-008	208-02-01-012
208-00-01-033	208-00-03-062	208-01-02-010	208-01-04-009	208-02-01-013
208-00-01-034	208-00-03-063	208-01-02-011	208-01-04-010	208-02-02-001
208-00-01-035	208-00-03-065	208-01-02-012	208-01-04-011	208-02-02-002
208-00-01-036	208-00-03-066	208-01-02-013	208-01-04-013	208-02-02-003
208-00-01-037	208-00-03-067	208-01-02-014	208-01-04-014	208-02-02-004
208-00-01-038	208-00-03-068	208-01-02-015	208-01-04-015	208-02-02-005
208-00-01-043	208-00-03-069	208-01-02-016	208-01-04-016	208-02-02-006
208-00-01-047	208-00-03-071	208-01-02-017	208-01-04-017	208-02-02-007
208-00-01-048	208-00-03-072	208-01-02-018	208-01-04-018	208-02-02-008
208-00-01-052	208-00-03-073	208-01-02-019	208-01-04-019	208-02-02-009
208-00-01-053	208-00-03-074	208-01-02-020	208-01-04-020	208-02-02-010
208-00-01-055	208-00-03-079	208-01-02-022	208-01-04-021	208-02-02-011
208-00-01-056	208-00-03-081	208-01-02-023	208-01-04-022	208-02-03-001
208-00-01-060	208-00-03-082	208-01-02-026	208-01-04-023	208-02-03-002
208-00-01-061	208-00-03-083	208-01-02-027	208-01-04-024	208-02-03-003
208-00-01-062	208-00-03-084	208-01-02-028	208-01-04-025	208-02-03-004
208-00-01-063	208-00-03-085	208-01-03-001	208-01-04-026	208-02-03-005
208-00-01-064	208-00-03-086	208-01-03-002	208-01-04-027	208-02-03-006
208-00-01-065	208-00-03-087	208-01-03-003	208-01-04-028	208-02-03-007
208-00-01-066	208-00-03-088	208-01-03-005	208-01-04-029	208-02-03-008
208-00-01-069	208-00-03-089	208-01-03-006	208-01-04-031	208-02-03-009
208-00-01-071	208-00-03-090	208-01-03-007	208-01-04-032	208-02-03-010
208-00-01-077	208-00-03-091	208-01-03-009	208-01-04-034	208-02-03-011
208-00-01-078	208-00-03-092	208-01-03-010	208-01-04-036	208-02-03-012
208-00-01-079	208-01-01-002	208-01-03-011	208-01-04-038	208-02-03-013
208-00-01-083	208-01-01-003	208-01-03-012	208-01-04-039	208-02-03-014
208-00-01-084	208-01-01-004	208-01-03-014	208-01-04-040	208-02-03-015
208-00-01-085	208-01-01-006	208-01-03-015	208-01-04-042	208-02-03-016
208-00-01-086	208-01-01-007	208-01-03-016	208-01-05-001	208-02-03-017
208-00-01-087	208-01-01-008	208-01-03-017	208-01-05-002	208-02-03-018
208-00-01-088	208-01-01-009	208-01-03-018	208-01-05-003	208-02-03-019
208-00-01-091	208-01-01-010	208-01-03-019	208-01-05-005	208-02-03-020
208-00-01-096	208-01-01-011	208-01-03-022	208-01-05-011	208-02-03-021
208-00-03-012	208-01-01-012	208-01-03-023	208-01-06-001	208-02-03-022
208-00-03-025	208-01-01-013	208-01-03-025	208-02-01-001	208-02-03-023
208-00-03-026	208-01-01-014	208-01-03-026	208-02-01-002	208-02-03-024
208-00-03-027	208-01-01-015	208-01-03-027	208-02-01-003	208-02-03-025
208-00-03-028	208-01-01-016	208-01-03-028	208-02-01-004	208-03-01-001
208-00-03-029	208-01-02-001	208-01-03-031	208-02-01-005	208-03-01-002
208-00-03-052	208-01-02-002	208-01-03-032	208-02-01-006	208-03-01-003
	208-01-02-003	208-01-04-001	208-02-01-007	208-03-01-004
	208-01-02-004	208-01-04-004	208-02-01-008	208-03-01-005



208-03-01-007	208-04-03-005	208-05-01-001	208-05-01-024	208-06-01-002
208-03-01-008	208-04-03-006	208-05-01-002	208-05-01-025	208-06-01-003
208-03-01-009	208-04-03-007	208-05-01-003	208-05-01-026	208-06-01-004
208-03-01-010	208-04-03-008	208-05-01-004	208-05-01-027	208-06-01-005
208-03-01-011	208-04-03-009	208-05-01-005	208-05-01-028	208-06-01-006
208-03-01-012	208-04-03-010	208-05-01-006	208-05-01-029	208-06-01-007
208-03-01-013	208-04-03-011	208-05-01-007	208-05-01-030	208-06-01-008
208-04-01-001	208-04-03-012	208-05-01-008	208-05-01-031	208-06-01-009
208-04-01-002	208-04-03-013	208-05-01-009	208-05-01-032	208-06-01-010
208-04-01-003	208-04-03-014	208-05-01-010	208-05-01-033	208-06-01-011
208-04-01-004	208-04-03-015	208-05-01-012	208-05-01-034	208-06-01-012
208-04-01-005	208-04-03-016	208-05-01-013	208-05-01-035	208-06-01-013
208-04-01-006	208-04-03-017	208-05-01-014	208-05-01-036	208-06-01-014
208-04-01-007	208-04-03-018	208-05-01-015	208-05-01-037	
208-04-02-001	208-04-03-019	208-05-01-016	208-05-01-038	
208-04-02-002	208-04-03-020	208-05-01-017	208-05-01-039	
208-04-02-003	208-04-03-021	208-05-01-018	208-05-01-040	
208-04-02-004	208-04-03-022	208-05-01-019	208-05-01-041	
208-04-03-001	208-04-03-023	208-05-01-020	208-05-01-042	
208-04-03-002	208-04-03-024	208-05-01-021	208-05-01-043	
208-04-03-003	208-04-03-025	208-05-01-022	208-05-01-044	

**D.** The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Public and Recreational Lands District (PRLD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

193-00-02-013	208-00-02-001	208-00-03-013
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**E.** The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Residential District (RD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

162-00-03-004	177-00-02-177	193-00-02-021	208-00-01-082	208-00-03-059
177-00-02-011	177-00-02-178	193-00-02-024	208-00-01-093	208-00-03-060
177-00-02-012	177-00-02-179	193-00-02-025	208-00-01-104	208-00-03-061
177-00-02-015	177-00-02-195	193-00-02-026	208-00-01-108	208-00-03-064

177-00-02-016	193-00-02-004	193-00-04-003	208-00-03-010	208-00-03-076
177-00-02-018	193-00-02-006	208-00-01-009	208-00-03-011	208-00-03-080
177-00-02-052	193-00-02-018	208-00-01-010	208-00-03-033	208-00-03-094
177-00-02-092	193-00-02-019	208-00-01-028	208-00-03-058	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
 Joel Thrift, Chairman, County Council  
 Oconee County, South Carolina

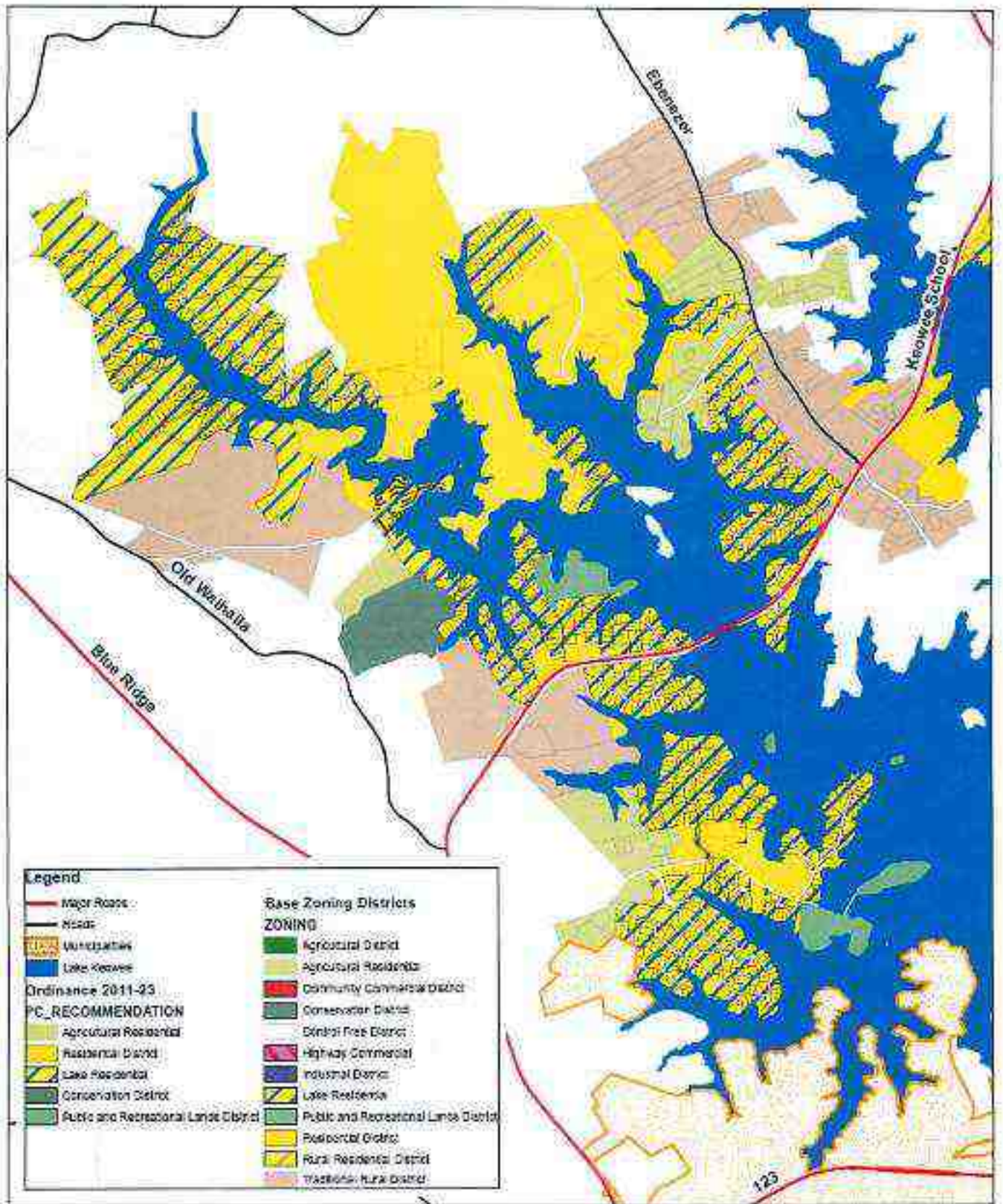
ATTEST:

By: \_\_\_\_\_  
 Elizabeth G. Hulse, Clerk to County Council  
 Oconee County, South Carolina

First Reading: September 6, 2011  
 Second Reading: January 17, 2012  
 Public Hearing: February 21, 2012  
 Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2011-23



Ref: Watson Rezoning Request

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 21, 2012**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Second Reading of Ordinance 2012-04: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

**BACKGROUND OR HISTORY:**

Council took first reading in caption only January 17, 2012 and sent the issue to the Planning Commission for review. The Commission heard the matter at meeting January 23, 2012. After receiving public comment and staff's presentation; the Commission voted to forward a recommendation to council, see attached ordinance. As part of their recommendation three additional parcels were include and at the direction of the Commission staff sent those property owners notice of this meeting and post card by which they might provide input.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

Take Second Reading of Ordinance 2012-04, and schedule the required public hearing on or after March 20, 2012.

**FINANCIAL IMPACT:**

None Anticipated

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Copy of Ordinance 2012-04, written to reflect the Planning Commission's recommendation

The Planning Commission minutes pertaining specifically to Ordinance 2012-04 and a copy of staff's presentation to the Commission

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

      *Alan J. Cobby*        
**Department Head/Elected Official**

**Approved for Submittal to Council:**

              
**Scott Moulder, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Ref: Watson Rezoning Request

## **Planning Commission January 23, 2012 Meeting Minutes**

### **Item 5: Discussion and/or consideration of Ordinance 2012-04, referenced as the Watson Request**

Mr. Abbott recused himself.

Mr. Moore made a motion to send the map with public input to Council and directed staff to send notices to those who were surrounded by the petitioners. Ms. McPhail seconded the motion. Mr. Gilster made a motion to amend to include two tracts of land that were surrounded by the petitioners and for staff to send notice. Mr. Lyle seconded the motion to amend. The amendment passed unanimously. The original motion, as amended passed unanimously.

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE NO. 2012-04**

**AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

**WHEREAS**, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

**WHEREAS**, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels, listed below, previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Traditional Rural District (TRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

188-00-03-008	219-00-01-016	234-00-03-006
203-00-03-010	219-00-01-017	234-00-03-007
203-00-03-020	219-00-01-026	234-00-03-008
204-00-01-022	219-00-01-029	234-00-03-009
204-00-01-023	219-00-01-036	234-00-03-030
204-00-01-025	219-00-01-052	234-00-03-054
204-00-01-027	219-00-01-060	234-00-04-001
204-00-01-031	219-00-01-062	234-00-04-015
204-00-01-041	219-00-01-063	234-00-04-016
204-00-01-057	219-00-01-065	234-00-04-018
204-00-01-060	219-00-01-081	234-00-08-004
219-00-01-002	219-00-01-082	
219-00-01-013	219-00-01-085	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

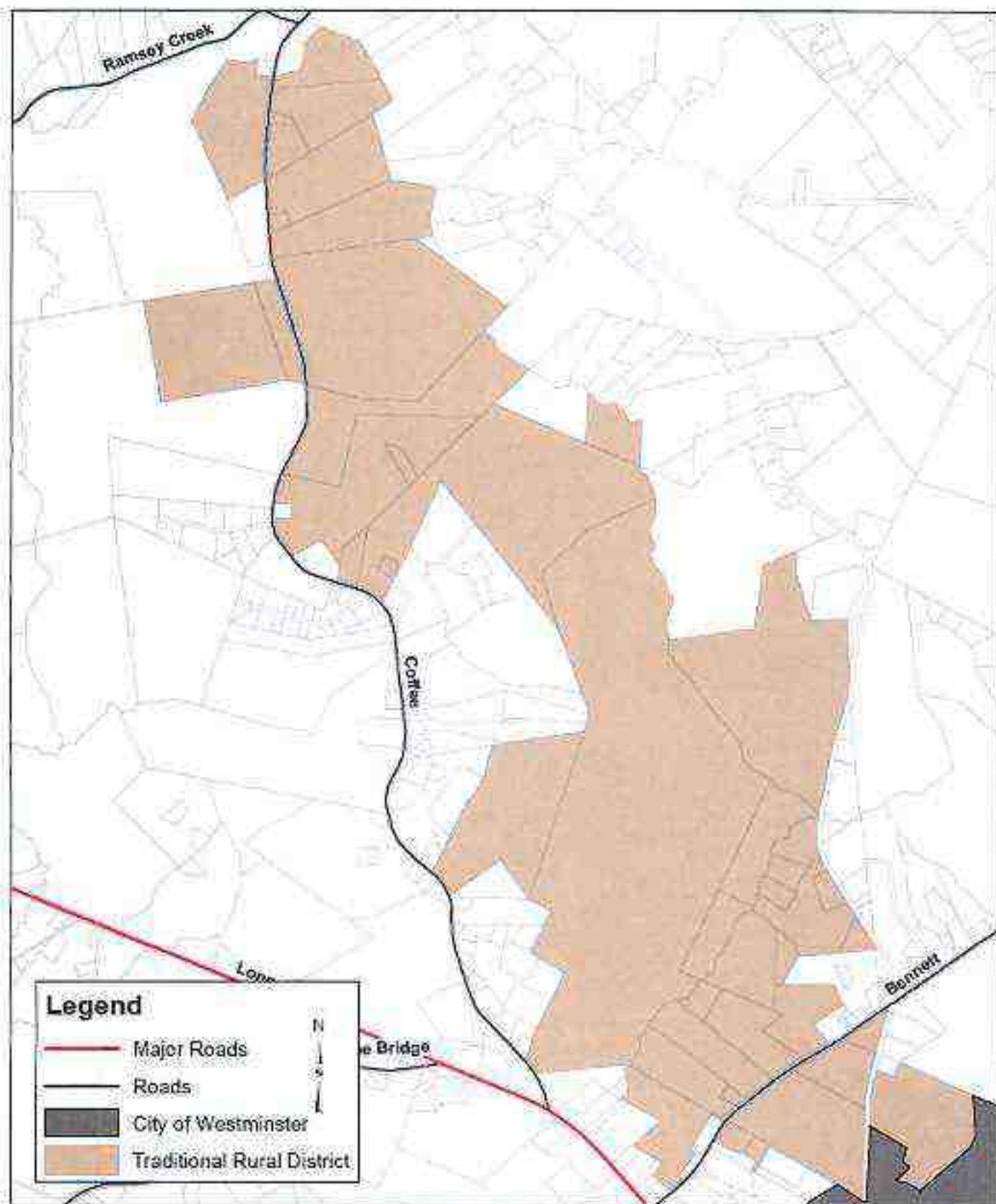
**ATTEST:**

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading:            January 17, 2012  
Second Reading:        February 21, 2012  
Public Hearing:  
Third Reading:

APPENDIX A

Parcels Rezoned by Ordinance 2012-04

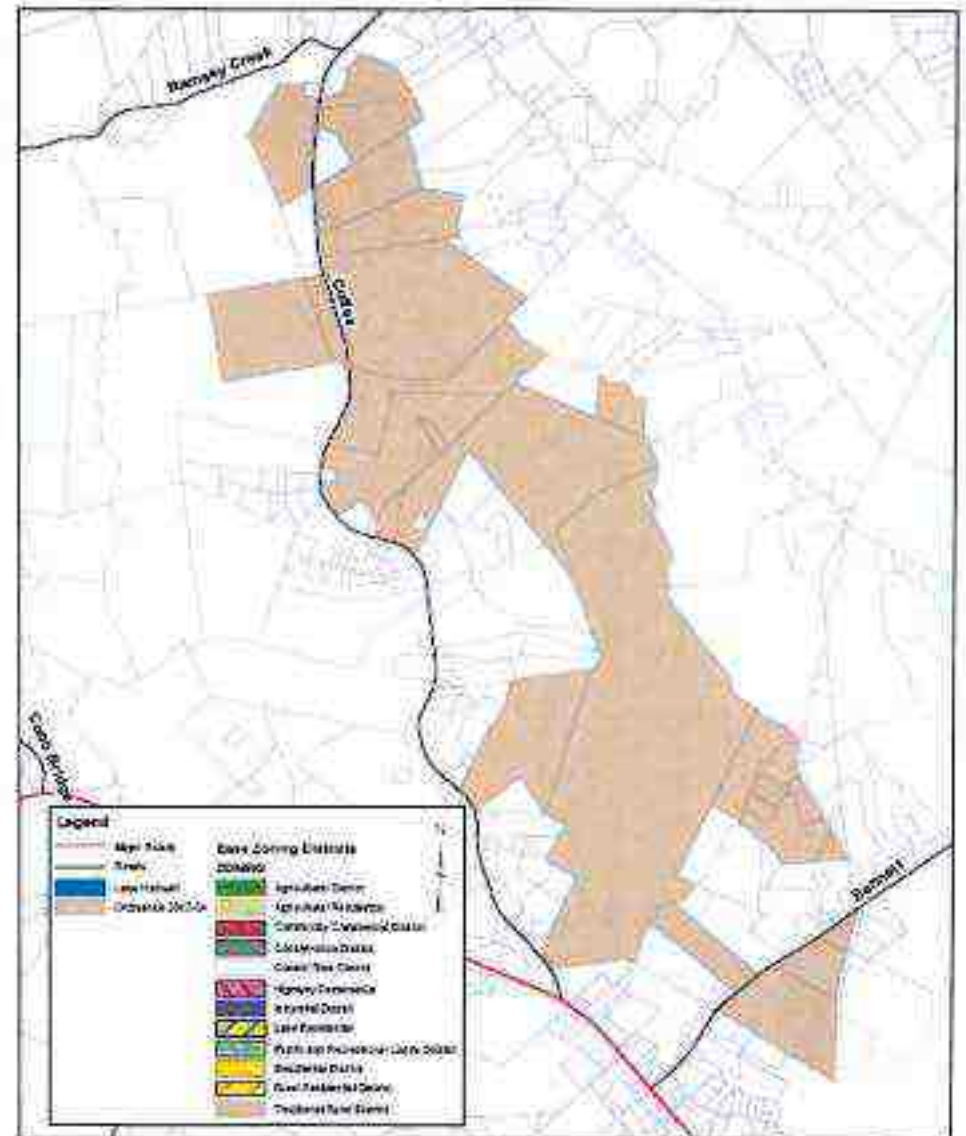


# Map as Petitioned

## Ordinance 2012-04

Watson Request

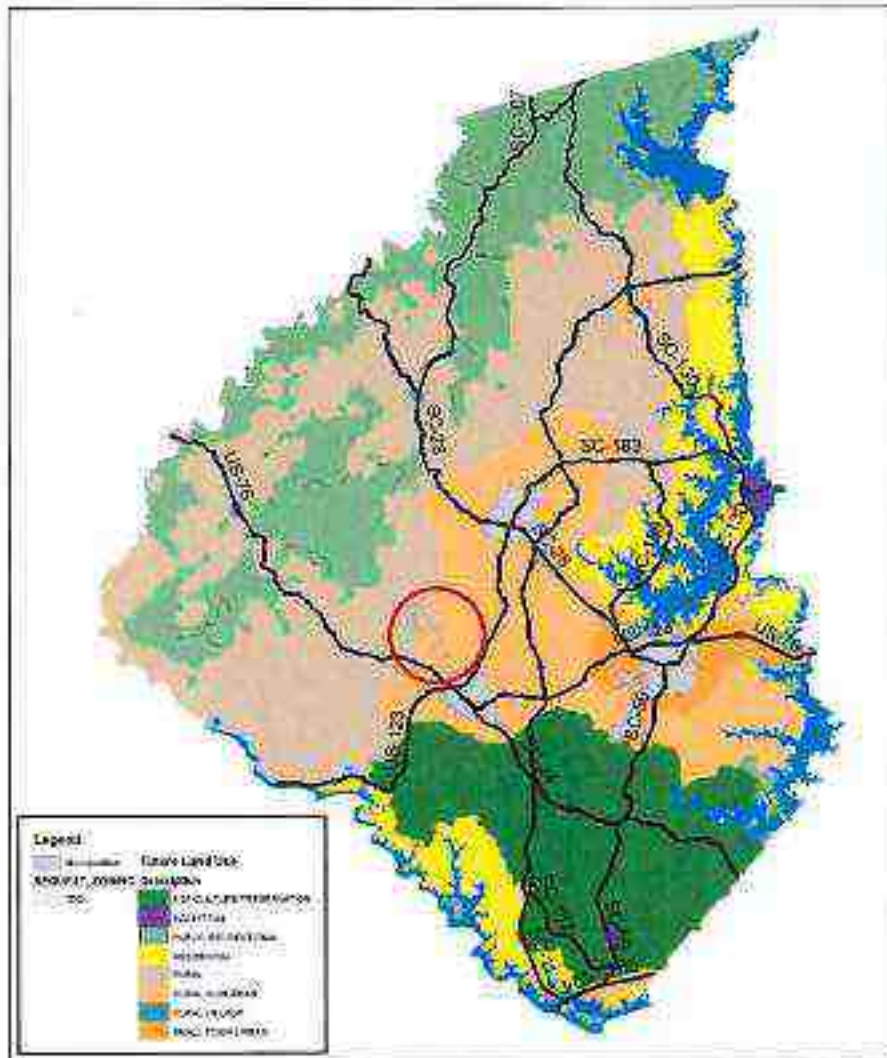
January 23, 2012  
Planning Commission  
Meeting







## Location on Future Land Use Map



## Staff Recommendation

- This rezoning request is located in the Rural and Rural Suburban area on the FLUM;
- The district requested complies with the Comprehensive Plan and with what Council has previously adopted in these area on the FLUM;
- The Commission should consider all public input received to date;
- The staff recommends the request be recommended as petitioned, with the additional parcels (public input) added;
- We also recommend that three "holes" be filled in as well (see consideration map)
- With the consensus of the Commission staff will develop other alternatives for consideration.



AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 21, 2012  
COUNCIL MEETING TIME: 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

First Reading (In Caption Only) of Ordinance 2012-07: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

**BACKGROUND OR HISTORY:**

The proposed ordinance 2012-07 stems from a citizen-initiated rezoning request submitted by Ms. Karen Blinston. The request consists of 52 in Saxony Forest and Saxony Point Subdivisions in Oconee County. The parcels are located in the residential area on the Future Land Use Map. As submitted all parcels would be rezoned into Lake Residential District. Petitions containing the signatures at least 51% of the owners of the parcels in the request area were submitted in support of the proposal.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

Take First Reading (In Caption Only) of Ordinance 2012-07, and refer the matter to the Planning Commission for the required review.

**FINANCIAL IMPACT:**

None Anticipated

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Map of rezoning proposal as submitted, and the request's location on the Future Land Use Map

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

*Hean J. Cobley*

Department Head/Elected Official

**Approved for Submittal to Council:**

*Scott Moulder*

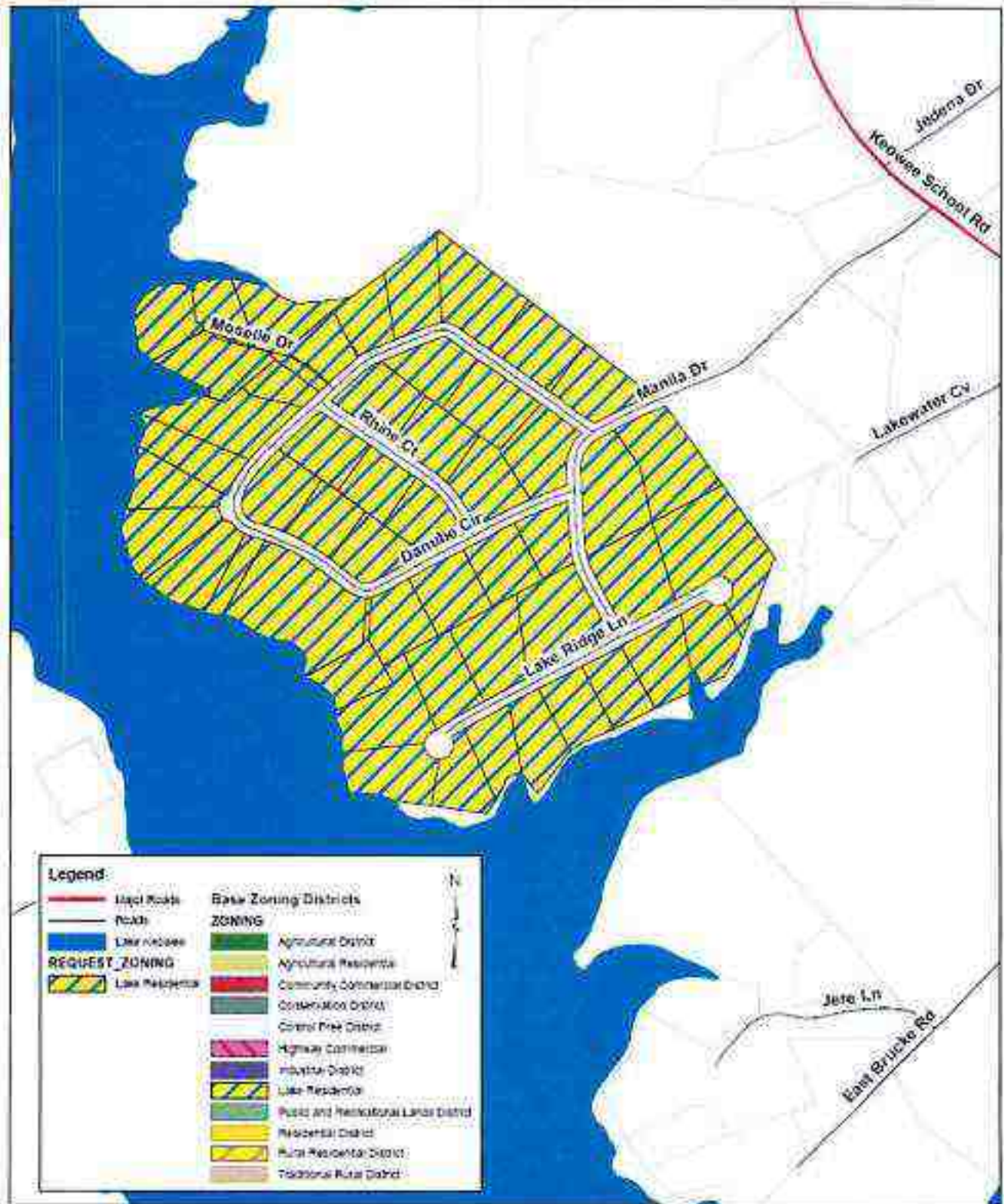
Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



## Proposed Ordinance #2012-07 Saxony Forest Request (As Petitioned)

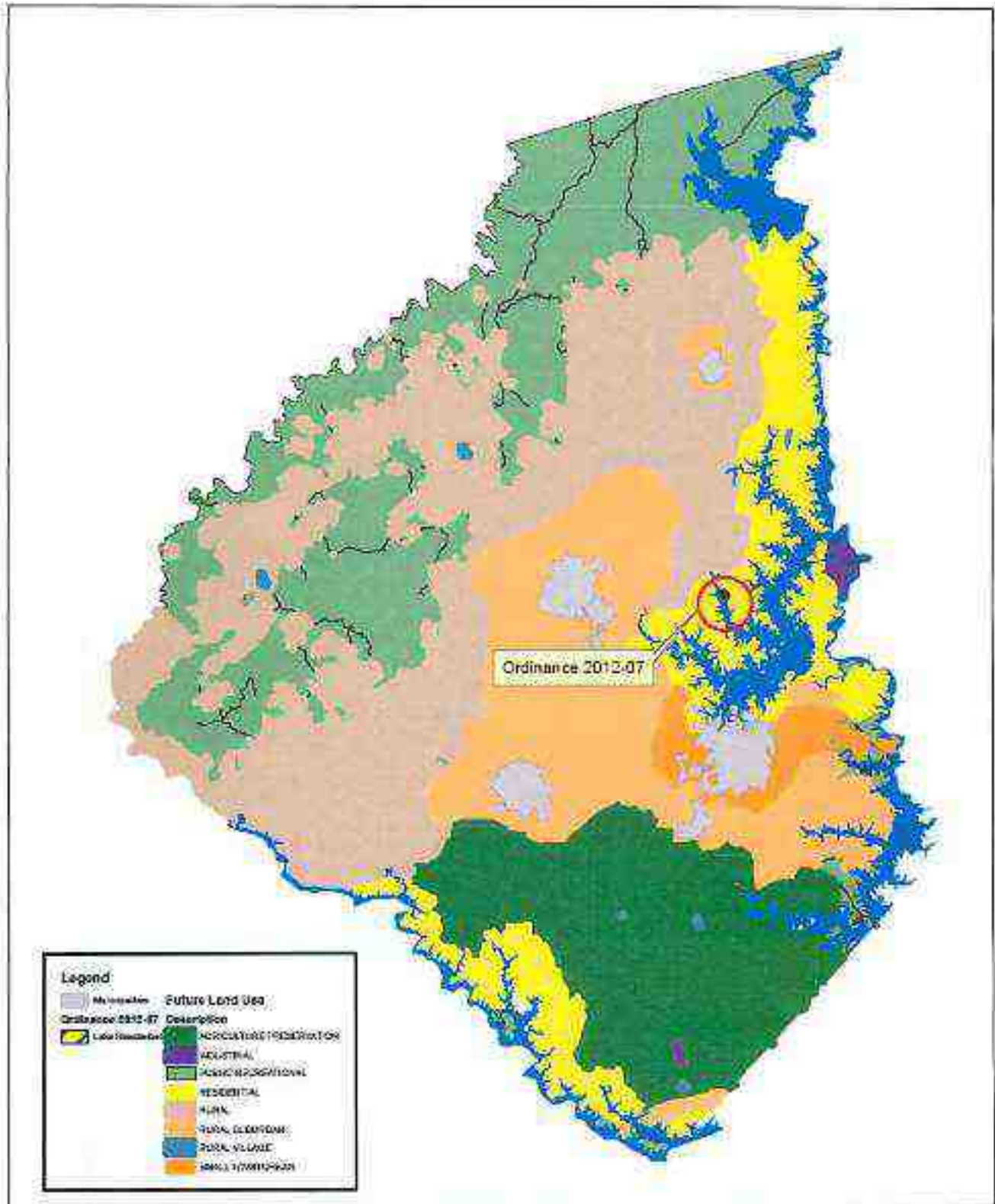


*Council has directed that they receive their agenda packages a week prior to each Council meeting; therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officially responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



### Proposed Ordinance #2012-07 Saxony Forest Request Future Land Use Map Location



Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Ref: Dr. Johns and Lonesome Valley Rezoning Request  
**AGENDA ITEM SUMMARY**  
**OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** February 21, 2012  
**COUNCIL MEETING TIME:** 6:00 PM

**ITEM TITLE OR DESCRIPTION:**

First Reading (In Caption Only) of Ordinance 2012-08: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

**BACKGROUND OR HISTORY:**

The proposed ordinance 2012-08 stems from a citizen-initiated rezoning request submitted by Mr. Roger Thrift. The request consists of 21 parcel, consisting of approximately 650 acres in the vicinity of Dr. Johns and Lonesome Valley Roads in Oconee County. The parcels are located in the residential and agricultural areas on the Future Land Use Map. As submitted all parcels would be rezoned into Traditional Rural District. Petitions containing the signatures at least 51% of the owners of the parcels in the request area were submitted in support of the proposal.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

Take First Reading (In Caption Only) of Ordinance 2012-08, and refer the matter to the Planning Commission for the required review.

**FINANCIAL IMPACT:**

None Anticipated

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Maps of rezoning proposal as submitted, and the request's location on the Future Land Use Map

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Henri J. Cobley  
Department Head/Elected Official

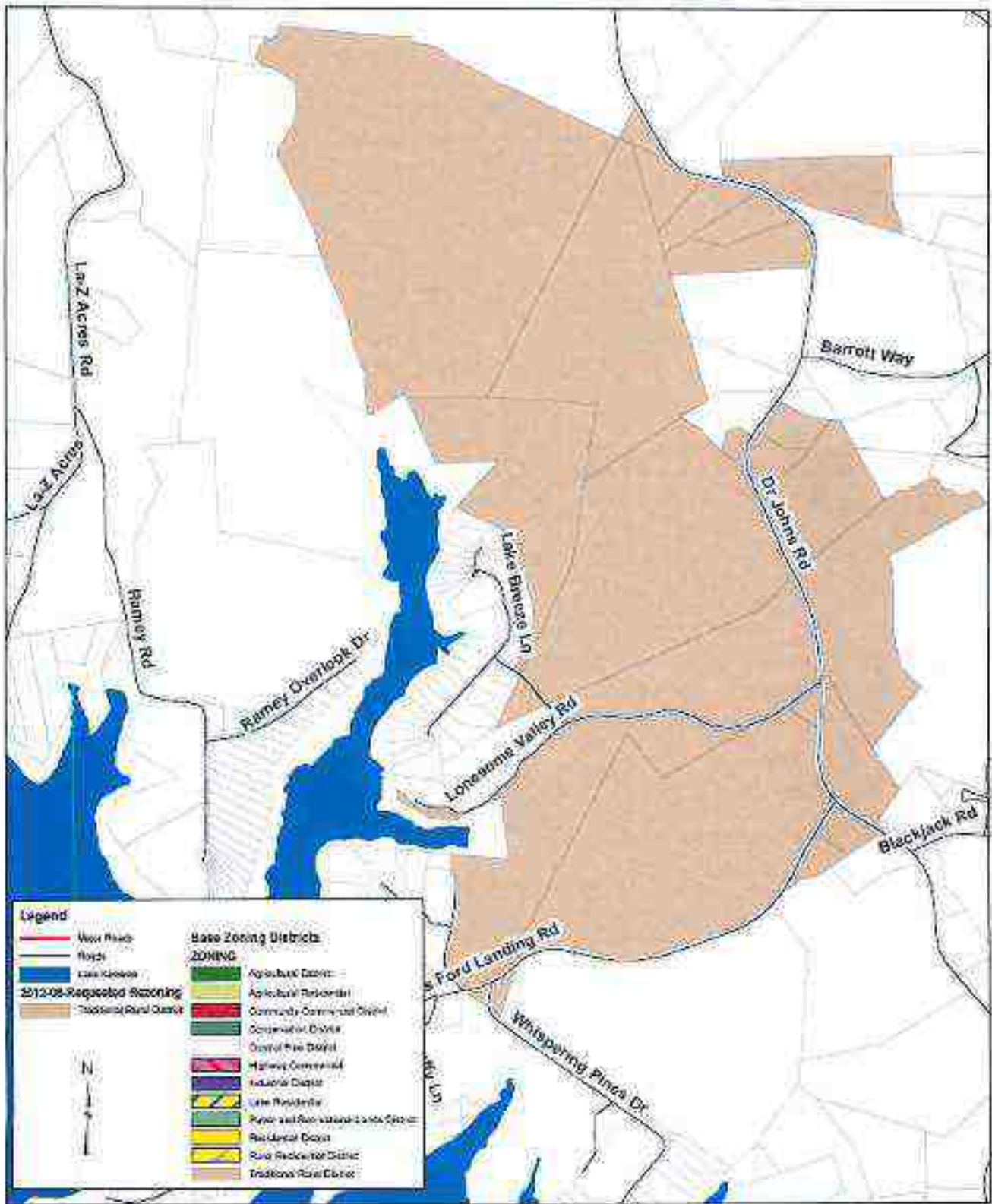
**Approved for Submittal to Council:**

Scott Moulder  
Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**Proposed Ordinance #2012-08  
Dr. Johns and Lonesome Valley Request (As Petitioned)**



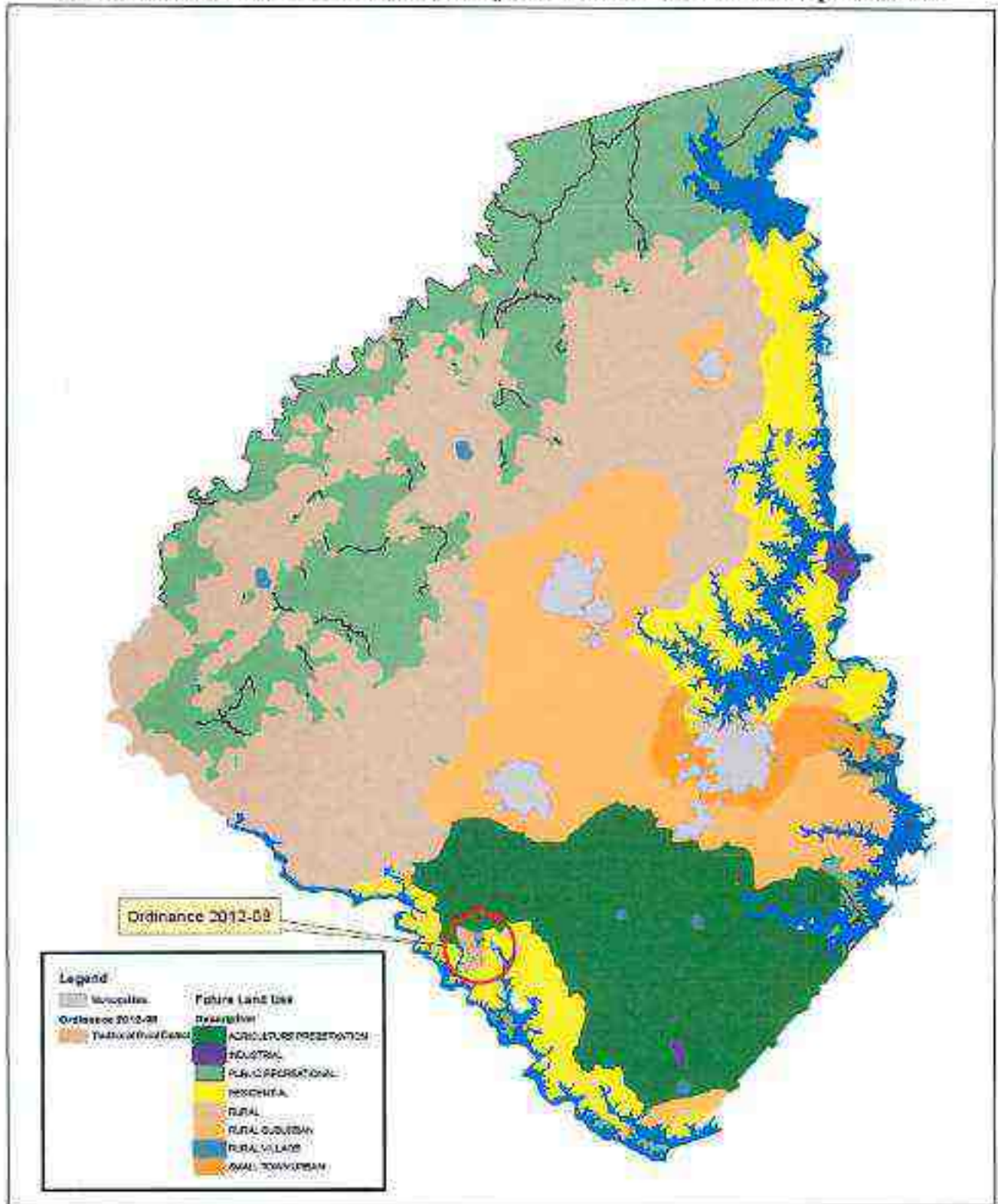
*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head/Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



**Proposed Ordinance #2012-08**

**Dr. Johns and Lonesome Valley Request Future Land Use Map Location**



*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 21, 2012**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

First Reading (In Caption Only) of Ordinance 2012-09: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

**BACKGROUND OR HISTORY:**

The proposed ordinance 2012-09 stems from a citizen-initiated rezoning request submitted by Dr. David Oliver. The request consists of 9 parcels, consisting of approximately 270 acres in the vicinity of Burns Mills Road and Safety Harbor Road in Oconee County. The parcels are located in the rural area on the Future Land Use Map. As submitted all parcels would be rezoned into Traditional Rural District. Petitions containing the signatures at least 51% of the owners of the parcels in the request area were submitted in support of the proposal.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

Take First Reading (In Caption Only) of Ordinance 2012-09, and refer the matter to the Planning Commission for the required review.

**FINANCIAL IMPACT:**

None Anticipated

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Maps of rezoning proposal as submitted, and the request's location on the Future Land Use Map

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

*Ann J. Cobley*

\_\_\_\_\_  
Department Head/Elected Official

**Approved for Submittal to Council:**

*Scott Moulder*

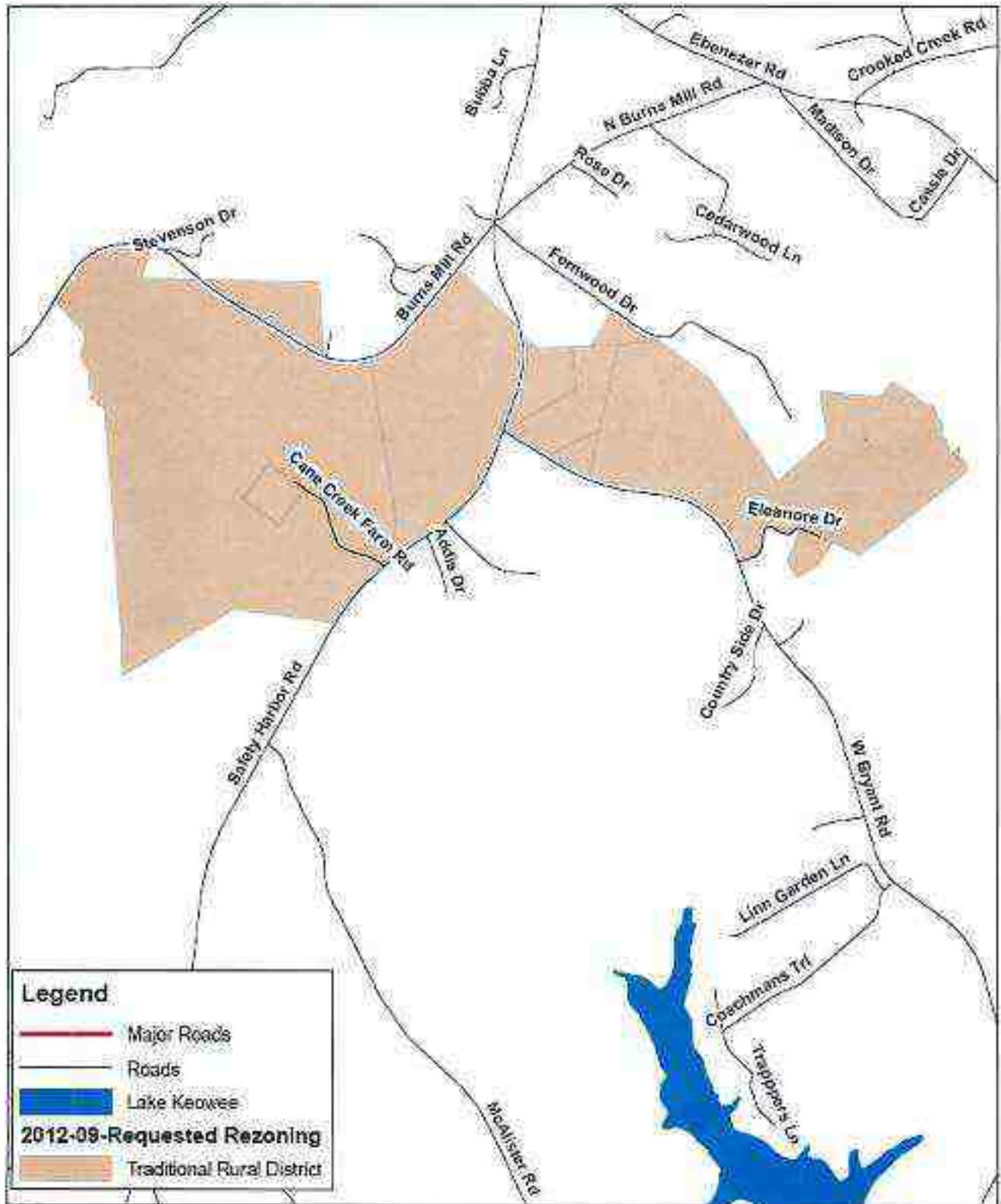
\_\_\_\_\_  
Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



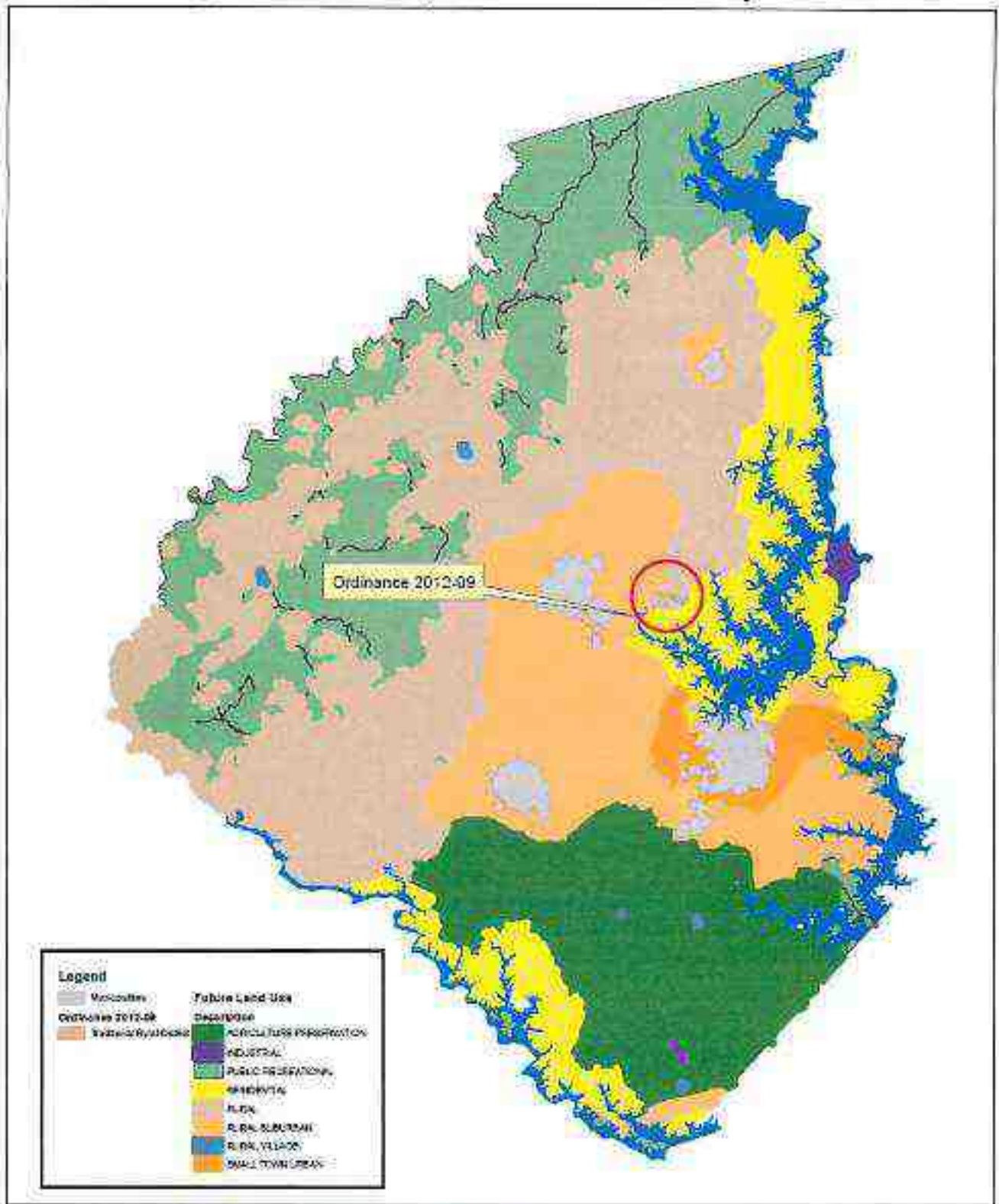
**Proposed Ordinance #2012-09**  
**Camp Creek Farm Request (As Petitioned)**



*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Official's responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**Proposed Ordinance #2012-09**  
**Camp Creek Farm Request Future Land Use Map Location**



*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Ref: Ervin Rogers Drive Request

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 21, 2012**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

First Reading (In Caption Only) of Ordinance 2012-10: "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

**BACKGROUND OR HISTORY:**

The proposed ordinance 2012-10 stems from a citizen-initiated rezoning request submitted by Mr. Richard Addis and Mr. Jess Neville. The request consists of 3 parcels, consisting of approximately 210 acres in the vicinity of Ervin Rogers Road in Oconee County. The parcels are located in the rural area on the Future Land Use Map. As submitted all parcels would be rezoned into Traditional Rural District. Petitions containing the signatures at least 51% of the owners of the parcels in the request area were submitted in support of the proposal.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

Take First Reading (In Caption Only) of Ordinance 2012-10, and refer the matter to the Planning Commission for the required review.

**FINANCIAL IMPACT:**

None Anticipated

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Maps of rezoning proposal as submitted, and the request's location on the Future Land Use Map

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

  
\_\_\_\_\_  
**Department Head/Elected Official**

**Approved for Submittal to Council:**

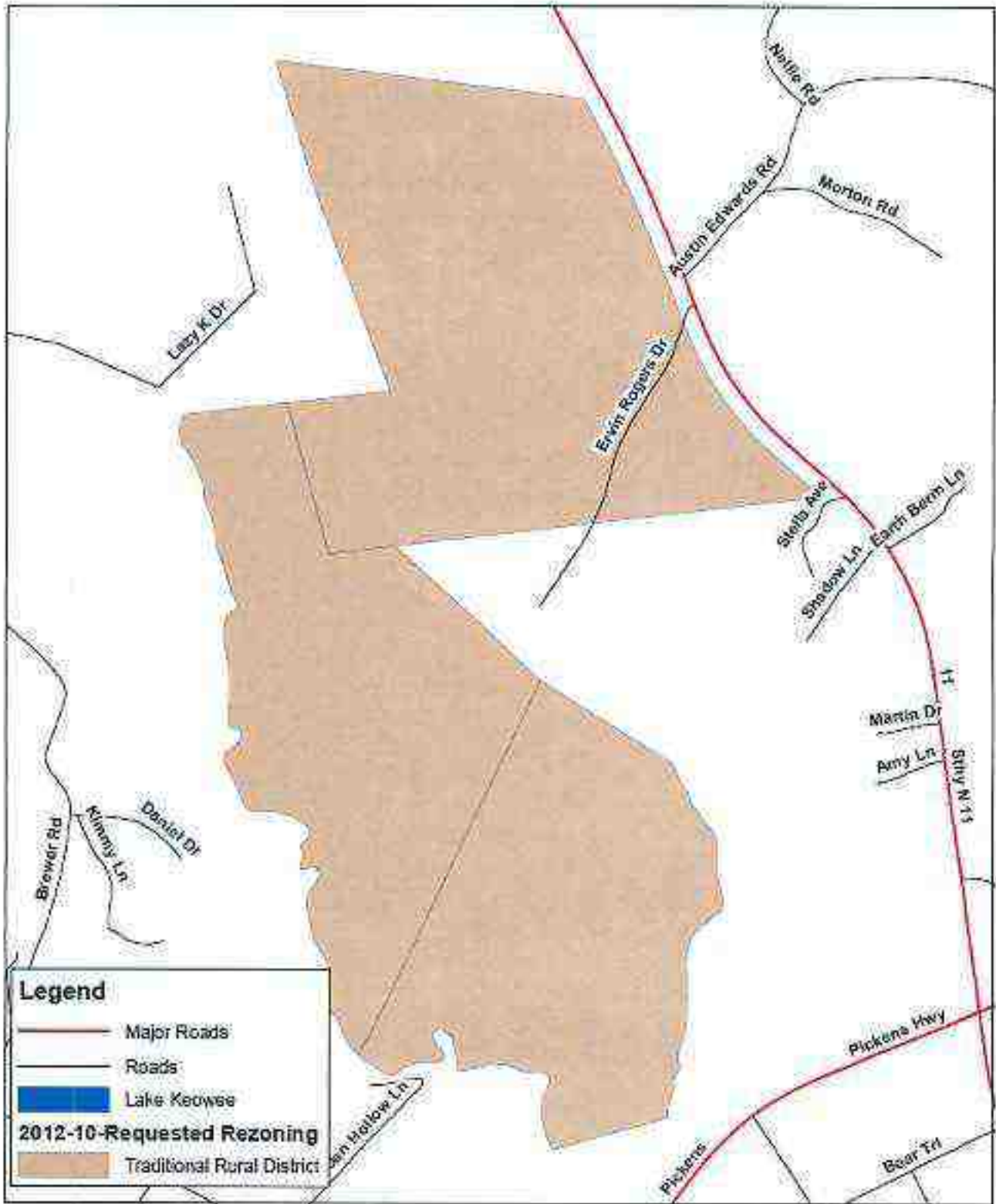
  
\_\_\_\_\_  
**Scott Moulder, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



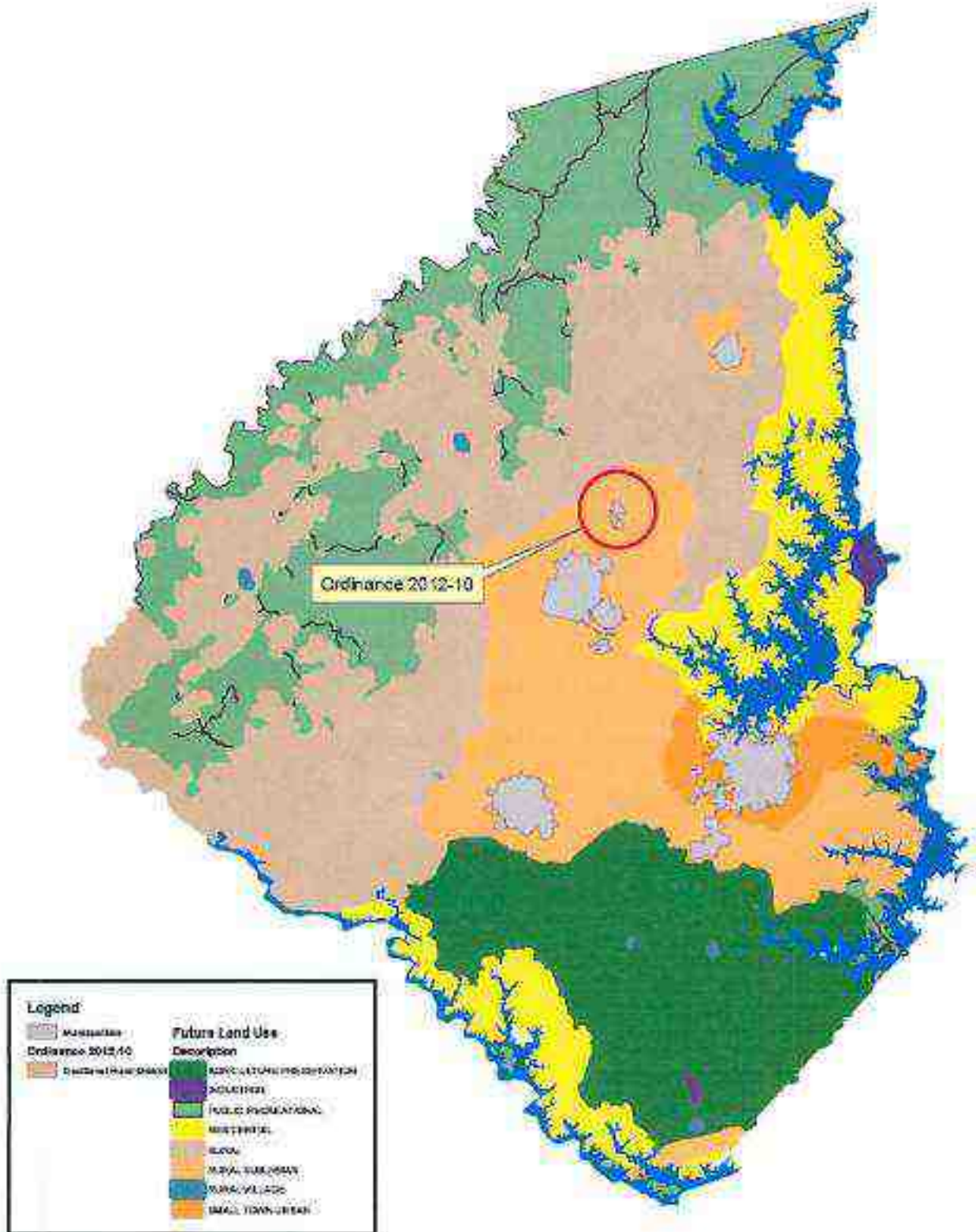
### Proposed Ordinance #2012-10 Ervin Rogers Drive Request (As Petitioned)



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### Proposed Ordinance #2012-10 Ervin Rogers Drive Request Future Land Use Map Location



1.00

submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head/Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



# PROCUREMENT - AGF DA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 21, 2012

## ITEM TITLE:

Title: **MICROSOFT OFFICE 2010 LICENSES** Department(s): **INFORMATION TECHNOLOGY** Amount: **\$89,863.41**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2011-2012 budget process.

COOPERATIVE PROCUREMENTS: SC State Contract #: 4400003161

Finance Approval: SC 2/2/12

## BACKGROUND DESCRIPTION:

The Microsoft Office Pro Plus 2010 licenses will replace outdated versions currently being used throughout the County. This suite license includes Word, Excel, PowerPoint, Outlook, OneNote, Publisher, Access, InfoPath, SharePoint Workspace and Lync.

## SPECIAL CONSIDERATIONS OR CONCERNS:

None

## ATTACHMENT(S):

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council award the purchase of (273) Microsoft Office 2010 Licenses, to New Venue Technologies, Inc. of Columbia, SC; in the amount of \$89,863.41.

Submitted or Prepared By: Robyn Courtwright

Robyn Courtwright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder

T. Scott Moulder, County Administrator

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# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 21, 2012

## ITEM TITLE:

Change Order #4 for PO 47828

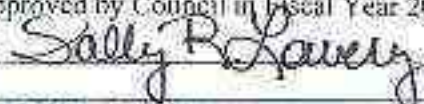
Department: ECONOMIC DEVELOPMENT

Amount: \$70,000.00

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2011-2012 budget process.

Finance Approval:



## BACKGROUND DESCRIPTION:

On September 14, 2010, Oconee County entered into a contract with B.P. Barber & Associates for engineering and environmental services for the 400 acre site along Hwy 11, known as Echo Hills in the amount of \$47,350.00.

Change Order #1 for a Boundary Survey for \$12,800.00 was approved by Council on October 5, 2010.

Change Order #2 for Preliminary Engineering Services for Phase 1 Water and Sewer Improvements for \$32,600.00 was approved on January 18, 2011.

Change Order #3 for Complete Planning and Engineering Services for Phase 1 Sewer Entrance Road and Mass Grading Improvements and for the waterline extension from City of Walhalla to Echo Hills site, in the amount of \$184,500.00 was approved by Council on May 2, 2011.

Change Order #4 in the amount of \$70,000.00 is for the preparation of Construction Plans and Specifications and Administrative Construction Services for Industrial Park Infrastructure. This Change Order will bring the new PO total contract amount to \$347,250.00.

## SPECIAL CONSIDERATIONS OR CONCERNS:

None

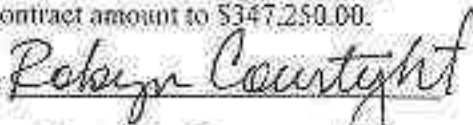
## ATTACHMENT(S):

1. Amendment No. 005, dated January 25, 2012 from B. P. Barber & Associates.

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve Change Order # 4 for PO 47828 to B. P. Barber & Associates in the amount of \$70,000.00, which will bring the new PO total contract amount to \$347,250.00.

Submitted or Prepared By:



Robyn Courtright, Procurement Director

Approved for Submittal to Council:



T. Scott Moulder, County Administrator

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AMENDMENT NO. 005

**AMENDMENT TO PROPOSAL TO PROVIDE ENGINEERING SERVICES**

**Project No.:** 11235

**Project Name & Location:** Engineering Services Related to the Echo Hills site along SC Highway 11 in Oconee County, South Carolina

**Amendment Date:** January 25, 2012

This Amendment amends the Proposal to Provide Engineering Services dated September 14, 2010 between BP Barber and Oconee County and becomes part of such Agreement by authorizing BP Barber to complete planning and engineering services associated with the additional infrastructure improvements to service the Echo Hills Site, which include the following items:

A. Description of Project

The Project consists of revising the existing construction plans and specifications to include additional infrastructure improvements required to provide the 2,020 lf of Road B, waterline along Road B, and mass grading for an additional 50,000 sf pad in the Echo Hills Park.

B. Preparation of Construction Plans and Specifications for Industrial Park Infrastructure

Upon notification by Oconee County to proceed, the ENGINEER shall revised the existing construction plans and specifications to include the proposed road b, water and mass grading of a pad as described below. In preparing such plans and specifications, the ENGINEER shall perform professional services as hereinafter provided which are normal civil engineering services and other normal services incidental thereto.

1. **Field run Survey** – BP Barber will coordinate a field run survey of approximately 40 acres of additional area needed to design for Road B and the massing grading of the additional 50,000 sf pad. For planning purposes, the LIDAR survey that was obtained during the SEER report is sufficient for planning purposes. A field run survey is required for detailed design, permitting and construction.
2. **Road “B”** – BP Barber will prepare road construction drawings for 2,020 lf Road B which will connect to previously designed Road A and provide further access into the Echo Hills Industrial Park. The ENGINEER shall prepare plan and profile drawings sufficient to build an industrial type roadway. The road will terminate in a temporary cul-de-sac. The 8” waterline which currently terminates at the Road A cul-de-sac will be extended to run along the Road B and stubbed for future extension.

3. ***Additional Site Entrance Improvements*** – BP Barber will revise the existing entrance plans to include an decel/right turn lane from SC Highway 11 and accommodations for a future left turn lane.
4. ***Mass Grading Plans*** – BP Barber will prepare a mass grading plan for an additional 50,000 sf building pad in the area west of Road B. Grading and Erosion control plans will be designed to meet the minimum standards set forth by SCDHEC.
5. The ENGINEER shall revise the previously prepared application for encroachment permits for the entrance road portions of the Project proposed to be located in rights-of-way of the South Carolina Department of Transportation.
6. The ENGINEER shall revise the existing set of construction drawings and specifications to include the above mentioned infrastructure improvements.
7. The ENGINEER shall provide Oconee County copies of drawings and specifications for the Project for review and approval. Upon approval, the ENGINEER shall submit copies of the Project drawings and specifications for review and approval by responsible federal and state agencies involved. The ENGINEER shall work with these agencies and assist Oconee County in efforts to obtain the necessary permits and/or approvals from these agencies. The ENGINEER will furnish such agencies with the required number of copies of plans and specifications as follows:
  - (a) South Carolina Department of Health and Environmental Control –Water Permit to Construct.
  - (b) South Carolina Department of Transportation – Revise Driveway encroachment permit.
  - (c) South Carolina Department of Health and Environmental Control – Revise Land Disturbance Permit
  - (d) All permit fees shall be paid directly by Oconee County

C. Construction Services for Industrial Park Infrastructure

Upon approval of the design by Oconee County and the proper review agencies, the ENGINEER shall provide services in support of the construction process.

1. ***Supplemental Construction Services***

The above noted improvements will be in addition to the previous design improvements for which construction service fees have already been negotiated with Oconee County. These improvements will increase the limits of the project and overall scope of work for the improvements at the site. Assuming these new improvements will be merged into one overall project with the previously design improvements, the ENGINEER will include the additional areas in the preparation of a bid package, advertisement of the project in accordance with Oconee County procurement codes, assistance to Oconee County in receiving and evaluating bids, preparation of contract documents, performance of construction administration and observation services; performance of the required SCDHEC erosion control inspection, and preparation of record drawings.



D. Compensation

The ENGINEER shall initiate the topographic survey, and the design of the noted improvements upon notification to proceed by Oconee County. Oconee County shall compensate the ENGINEER for services under this Agreement in accordance with the following:

1. For services rendered under Item B - Preparation of Construction Plans and Specifications for Industrial Park Infrastructure, compensation to the ENGINEER shall be lump sum fees as follows:

Field Run Survey	\$ 11,000.00
2,020 lf Road B & Permitting	\$ 22,500.00
Additional Site Entrance Improvements	\$ 7,500.00
Mass Grading & Erosion Control Plan	\$ 15,000.00

2. For services rendered under Item C - Construction Services for Industrial Park Infrastructure, compensation to the ENGINEER shall be lump sum fees as follows:

Construction Admin/Observation/SCDHE Inspections	\$ 8,000.00
Bidding & Award	\$ 1,000.00
Record Drawing/PTO for Waterline	\$ 5,000.00

We trust you find this information to your satisfaction and look forward to your approval.

IN WITNESS WHEREOF, BP Barber and Oconee County have executed this Amendment effective as of the day and year first written above.

WITNESS:

\_\_\_\_\_

**URS/BP BARBER**

By: \_\_\_\_\_

Signature of Authorized Agent

Donald J. Hamburger, P.E.

Print Name of Authorized Agent

Title: President & Chief Operating Officer

WITNESS:

\_\_\_\_\_

**OCONEE COUNTY**

By: \_\_\_\_\_

Signature of Authorized Agent

\_\_\_\_\_  
Print Name of Authorized Agent

Title: \_\_\_\_\_

PROCUREMENT - AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 21, 2012

ITEM TITLE:

Procurement #: RFQ 11-10 Title: Engineering Services for Solid Waste Department: Solid Waste Amount: TBD

FINANCIAL IMPACT:

- Procurement was approved by Council in Fiscal Year 11-12 budget process.
- MULTI-TERM CONTRACTS: Term length: 5 years  
Requesting authorization for Administrator to renew agreements through contract term:  Yes  No
- Finance Approval: Scotty R. Slawey

BACKGROUND DESCRIPTION:

The Solid Waste Department wanted to secure the services of an engineering firm that specialized in Solid Waste related issues such as: planning, permitting, facility design, environmental monitoring and reporting and construction design and quality assurance, so that there would be one firm responsible for all future projects including any required reporting to SCDHEC.

A Request for Qualifications, RFQ 11-10, Engineering Services for Solid Waste was issued on November 14, 2011 and sent to 23 firms. Fourteen proposals were received on January 5, 2012. An Evaluation Committee consisting of David Cushman, Convenience Centers Manager, Mack Kelly, County Engineer, Kyle Reid, Assistant Roads and Bridges Manager and Swain Still, Solid Waste Director reviewed and scored the proposals and recommended six firms to continue on to the Interview Round. Interviews were held on February 7, 2012 and Richardson, Smith, Gardner & Associates was recommended for award. Contract and fee negotiations were held and Richardson, Smith, Gardner & Associates agreed to the County's contract terms and their hourly fee schedule was acceptable. This contract will be for one year with four additional one-year term renewals if all work is satisfactory.

SPECIAL CONSIDERATIONS OR CONCERNS:

There is no dollar amount associated with this approval at this time. Any future Solid Waste engineering work that exceeds \$50,000 will be brought to Council for approval.

ATTACHMENT(S):

1. Professional Services Agreement with Fee Schedule
2. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of RFQ 11-10, Engineering Services for Solid Waste, to Richardson, Smith, Gardner & Associates of Raleigh, NC. ~~IN AN AMOUNT NOT TO EXCEED THEIR PROFESSIONAL SERVICES LINE ITEM BUDGET.~~

Submitted or Prepared By: Robyn Courtright Approved for Submittal to Council: T. Scott Moulder

Robyn Courtright, Procurement Director

T. Scott Moulder, County Administrator

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## ROUND 1 - PROPOSALS SUBMITTED FOR RFQ 11-10

Bidder	AECOM	Alliance Consulting Engineers	Andrews & Bergess	Atlantic Coast Consulting	Brown & Caldwell	Davis & Floyd	Garrett & Moore	Goldie & Associates	Hulsey McCormick & Wallace	Joyce Engineering	McGill Associates	Richardson, Smith Gardner & Assoc	SCS Engineers	URS
	Greenville, SC	Columbia, SC	Beaufort, SC	Roswell, GA	Columbia, SC	Greenwood, SC	Garner, NC	Seneca, SC	Piedmont, SC	N. Charleston, SC	Asheville, NC	Raleigh, NC	Asheville & Charlotte, NC	Columbia, SC
Total Score	1427.50	1317.50	1060	1385	1590	1442.50	1265	1202.50	1310	1505	1180	1392.50	1465	1327.50
RANKING	5	9	14	7	1	4	11	12	10	2	13	6	3	8

## INTERVIEWS - SCORING FOR RFQ 11-10

Bidder	AECOM	Brown & Caldwell	Davis & Floyd	Joyce Engineering	Richardson, Smith Gardner & Assoc	SCS Engineers
	Greenville, SC	Columbia, SC	Greenwood, SC	N. Charleston, SC	Raleigh, NC	Asheville & Charlotte, NC
Total Score	610	580	1180	1205	1455	1290
RANKING	6	5	4	3	1	2

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") has been made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between Oconee County, South Carolina (the "County"), and Richardson, Smith Gardner & Associates ("Company").

WHEREAS, the County issued a Request for Qualifications (the "RFQ"), advertised on November 14 and 15, 2011, for a company to provide services; and,

WHEREAS, the Company appears to have complied with all requirements set forth in the RFQ and was the apparent successful proposer; and,

WHEREAS, the County desires to allow the Company, a legal entity properly authorized to do business under the laws of the State of South Carolina, to provide the services sought by the RFQ; and,

WHEREAS, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Performance by Company.**

The Company shall fully perform and execute all of the work necessary to complete the services for the County, in the manner requested by the County, as outlined in the RFQ, the proposal of the Company, and in accordance with the specifications attached hereto as Exhibit A (the "Scope of Services") and hereby incorporated herein by reference (the "Work").

2. **General Conditions.**

This Agreement shall be subject to and governed by the General Conditions attached hereto as Exhibit B and hereby incorporated herein by reference (the "General Conditions").

3. **Contract Documents.**

The General Conditions, Special Conditions, the RFQ, the proposal of the Company, this Agreement, the Specifications, and all exhibits, shall collectively constitute the "Contract Documents."

4. **Commencement and Term of Agreement.**

a. *Term of Agreement.*

The term of this Agreement shall be for a period of one (1) year commencing on March 1, 2012 and terminating on February 28, 2013. The County shall have separate options to extend the initial term for four (4) consecutive one (1) year terms on the same terms and conditions contained herein. The option to extend may only be exercised by the County, in its sole discretion, by giving written notice thereof to Company at least sixty (60) days prior to the expiration of the initial or then current term of this Agreement, as the case may be.

*Investigation by Company Prior to Submission of Proposal.*

The Company represents that it has analyzed the Contract Documents and investigated the conditions for the Work, all to the Company's satisfaction, prior to submitting its proposal and any delays or damages caused by terms or adverse conditions which were capable of being identified prior to the submission of the Company's proposal shall be at the sole risk of the Company.

5. **Payment by County.**

a. *Basic Services.* Unless the parties otherwise agree at the time the scope of work for a specific project has been defined, the Company agrees to negotiate a proposal with itemized fees.

b. *Special Services.* The following rates for labor and expenses shall be applicable. The hourly rates shown include salaries, payroll costs, overhead and profit. Please see Exhibit C for Richardson, Smith Gardner & Associates 2011 Rate Schedule.



6. **Authority to Act.**

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in good standing in the State of South Carolina and that STACEY A. SMITH, whose title is PRESIDENT, is authorized to act for and bind the entity to this Agreement.

**IN WITNESS OF THIS AGREEMENT.** The Company and the County have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By:

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMPANY

RICHARDSON SMITH GARDNER & ASSOCIATES, INC.  
(Name of Corporation or Entity)

By:

Print Name: STACEY A. SMITH  
Title: PRESIDENT

## EXHIBIT A

### SCOPE OF SERVICES

#### 1. In General

The Company agrees:

- a. To deliver high quality professional services that can be audited against established standards.
- b. To deliver professional services in a cost-effective manner with reporting and accountability to the County.
- c. To provide professional services at full staffing using only licensed, certified and professionally trained personnel.
- d. To maintain an open and cooperative relationship with the administration and staff of the County.
- e. To maintain complete and accurate records.

#### 2. Services to be Provided by Company

The engineering consultant shall provide the professional engineering and related services necessary to design, permit and provide construction administration and construction quality assurance of solid waste projects in accordance with all applicable local, state and federal laws; rules, regulations and the South Carolina Solid Waste Policy and Management Act of 1991, as amended. It is the goal of this Request For Qualifications (RFQ) to select a qualified engineering consultant firm capable of providing the County all professional engineering services necessary for the Solid Waste Department.

Services expected to be required during the term of this agreement will include, but will not be limited to, the following:

- a) Provide professional solid waste engineering services regarding issues that may arise in the operations and environmental compliance of the County's solid waste management facilities.
- b) Provide planning, engineering, design and permitting assistance in accordance with SCDHEC regulations.
- c) Advise and assist in ensuring that the County is in compliance with all pertinent SCDHEC regulations.
- d) Advise and assist in all landfill related issues including monitoring and reporting, wetlands, storm water, etc.
- e) Update the County Solid Waste Management Plan as necessary.
- f) Assist in development of expansion and long term plans for the landfill and other facilities on the landfill property.
- g) Preparation of project documentation, plans, specifications, cost estimates, related studies, master plans, requests for waivers or permits from higher governmental authorities, and any briefing materials associated with operation/maintenance and construction of the Solid Waste Facility. Documents must provide a clear understanding of the landfill expansion needs within Oconee County, South Carolina, and lay out a clear, logical, ordered approach that should be followed to solve those needs.
- h) If a comprehensive design is required, project design phases shall include: Program, Schematic, Construction Documents, and Construction Management phases.

- i) Professional management throughout all phases of the project shall be required including, but not limited to, periodic progress reports/meetings, proper processing of invoices for services, timely processing of project correspondence, and contractor requests for payment and submittals

3. Deliverables

To be determined in future work authorizations mutually agreed upon by the County and the Company.

4. Other Matters

- a. In addition to any meetings set forth in the Contract Documents, the Company shall regularly meet with County-designated personnel or representatives as deemed necessary by the County.
- b. The Company shall provide all services described herein in accordance with all appropriate state and federal laws and regulations.
- c. The Company shall safeguard any confidential information received as a result of or pursuant to the Contract Documents to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the County. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in any applicable federal or South Carolina state law.

EXHIBIT B

**GENERAL CONDITIONS**

1. **County's Right to Stop the Work.** If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Company or any other person or entity.

2. **County's Right to Carry Out the Work.** If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the County.

3. **Supervision.** The Company shall supervise and direct the Work, using the Company's best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the County for acts and omissions of the Company's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

4. **Labor and Materials.**

4.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.

4.2. The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the County. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The County shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The County shall not unreasonably withhold approval of staff changes.

Position Title	Name of Individual
President, Senior Engineer	Stacey A. Smith, PE
Project Manager, Senior Geologist	C. Kevin Anderson, PG
Project Manager, Senior Scientist	Matthew S. Lamb
Field Services Manager	Britt Ransom

4.3. The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

4. **Warranty.** The Company warrants to the County that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the County that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the



requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the County is relying upon the Company's skill and experience in connection with the Work.

5. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the County. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of South Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

6. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

7. Permits, Fees and Notices.

7.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.

7.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

7.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8. Limitation on Liability, Release, and Indemnification.

8.1. The Company hereby releases the County from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

8.2. The Company will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

8.3. Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

8.4. Any approval or payment by the County shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.

8.5. All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of the Contract Documents.

9. Enforcement. The Company agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

10. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the County. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the County for any purpose.

11. Subcontractual Relations.

11.1. Company will not subcontract work or services under the Contract Documents without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void.

11.2. If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the County the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The County has the right to reject access to or use of any Subcontractor which the County considers unable or unsuitable to satisfactorily perform its duties.

11.3. Company agrees it shall be as fully responsible to the County for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the County's authorization of Company's agreement with Subcontractor, County's inspection of a Subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County.

11.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the County provided that: (a) assignment is effective only after termination of the Contract Documents by the County for cause and only for those subcontract agreements which the County accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

13. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

14. Termination by the County for Cause.

14.1. If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the County may, without prejudice to any other rights or remedies of the County, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Company, the County shall furnish to the Company a detailed accounting of the costs incurred by the County in finishing the Work.

14.2. When the County terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

14.3. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the County which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the County. This obligation of payment to the Company or County, as the case may be, shall survive termination of the Contract Documents.

15. Suspension by the County for Convenience. The County may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

16. Termination by the County for Non-Appropriation. The Company hereto agrees that payments due from the County, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In

the case of non-appropriation of funds, the County may terminate the Contract Documents in whole or in part without further obligation to the Company.

**17. Termination by the County for Convenience.**

17.1. The County may, at any time, terminate the Contract Documents for the County's convenience and without cause.

17.2. Upon receipt of written notice from the County of such termination for the County's convenience, the Company shall:

17.2.1. cease operations as directed by the County in the notice;

17.2.2. take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

17.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

17.3. In case of such termination for the County's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

**18. Obligations Upon Expiration or Earlier Termination.**

18.1. Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

18.1.1. Upon request by the County, deliver to the County or such other person as the County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

18.1.2. Deliver to the County, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.

18.1.3. Cooperate in providing all information, should the County subsequently contract with a new company for continuation of the Work.

18.1.4. Furnish all such information, take all such other action, and cooperate with the County as the County shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

18.1.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

19. **Insurance.** The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

**19.1. General Liability Insurance:**

19.1.1. Limits of Liability: \$2,000,000.00 in the aggregate and \$1,000,000.00 per occurrence.

19.1.2. Coverage: Premise operations, blanket contractual liability, personal injury liability, products and completed operations, independent contractors, employees as insureds.

**19.2. Workers' Compensation and Employers' Liability Insurance:**

19.2.1. Limits of Liability: Workers' Compensation - Statutory Limits.  
Employers' Liability - Statutory Limits.

19.2.2. Other States' coverage and South Carolina endorsement.

**19.3. Business Commercial Automobile Liability Insurance:**

19.3.1. Coverage sufficient to cover all vehicles owned, used, or hired by Company, his agents, representatives, employees or subcontractors.

19.3.2. Combined Single Limit: \$1,000,000.00

19.3.3. Each Occurrence Limit: \$1,000,000.00

19.4. Professional Liability Insurance:

19.4.1. Limit of Liability: \$1,000,000.00 per claim

19.5. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.

19.6. General Liability and Automobile Liability policies shall include the County as additional insured party thereunder; and all policies shall provide that at least thirty (30) days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage is reduced.

19.7. If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

19.8. The County reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.

19.9. If the Company fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.

19.10. The Company shall furnish separate Certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

19.11. It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.

20. No Waiver of Breach. No failure by either the County or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

21. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

22. Mediation.

22.1. If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.

22.2. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Walhalla, South Carolina, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.



22.3. The Company shall carry on the Work during all claims, disputes or disagreements with the County. No Work shall be delayed or postponed by the Company pending resolution of any claims, disputes or disagreements, except as authorized, in writing, by the County.

23. No Liens. South Carolina law provides that no lien may be attached to public property.

24. Notice to Company and the County. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:

Oconee County  
415 S. Pine Street  
Walhalla, SC 29691  
Attn: Procurement Director

If to Company, addressed to:

RICHARDSON SMITH GARDNER } ASSOCIATES, INC.  
14 N. BOYLAN AVENUE  
RALEIGH, NORTH CAROLINA  
Attn: STACEY A. SMITH

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

25. Compliance with the Immigration Reform and Control Act. The Company shall, at all times during the term of the Agreement, be in full compliance with the requirements set forth in Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended. The Company shall, at all times during the term of the Agreement, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees. The Company shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Company's failure to strictly comply with IRCA or Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended.

26. Undue Influence. Company agrees not to hire any County personnel who may exercise or have exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from County service.

27. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

28. Compensation General Terms and Conditions.

28.1. Company's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

28.2. The County will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

29. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

30. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

31. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Oconee County, South Carolina. The

Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of South Carolina, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed these General Conditions as of the date first written above.

**OCONEE COUNTY, SOUTH CAROLINA**

By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY**

RICHARDSON SMITH GARDNER & ASSOCIATES, INC.  
(Name of Corporation or Entity)

By:

\_\_\_\_\_  
Print Name: JOCELYN A. SMITH  
Title: PRESIDENT

## Exhibit C



### 2011 FEE SCHEDULE

#### Hourly Billing Rates\*

President, Senior Engineer - Stacey A. Smith, P.E.	\$150/hour
Vice President, Senior Project Manager - John M. Gardner, P.E.	\$150/hour
Principal, Senior Engineer - Gregory N. Richardson, Ph.D., P.E.	\$250/hour
Principal, Senior Engineer - Pieter K. Scheer, P.E.	\$135/hour
Principal, Senior Hydrogeologist - Joan A. Smyth, P.G.	\$110/hour
Principal, Senior Project Engineer - Gregory G. Mills, P.E.	\$100/hour
Principal, Senior Civil Designer - Christopher T. Jones	\$90/hour
Project Manager - Jeryl W. Covington, P.E.	\$125/hour
Project Manager, Senior Geologist - C. Kevin Anderson, P.G.	\$125/hour
Senior Project Engineer - Thomas B. Maier, P.E.	\$110/hour
Project Manager, Senior Scientist - Matthew S. Lamb	\$95/hour
Project Manager - Frank A. Terry	\$90/hour
Staff Engineer – Richard M. Sheehan, E.I.	\$70/hour
Project Scientist - Don M. Misenheimer	\$65/hour
Staff Engineer – Lindsay A. Quant, E.I.	\$65/hour
Staff Engineer – Cybele M. Brockmann	\$65/hour
Civil Designer/Field Technician - W. Randy Berarducci	\$70/hour
AutoCAD Technician II - Jared A. Lemaster	\$63/hour
Field Services Manager - Britt P. Ransom	\$72/hour
CQA/Field Technician - Byron S. Hackney	\$63/hour
Staff Technician	\$35/hour
Clerical/Administrative Secretary	\$35/hour
Expert Witness/Legal Services	Negotiated
Expenses & Fees	
Direct Project Expenses	Cost + 10%

\* Rates are subject to review annually.

1. FEE SCHEDULES & INSURANCE RSG STANDARD FEE 2011.DOC

**PROCUREMENT - AGENDA ITEM SUMMARY**  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 21, 2012

**ITEM TITLE:**

Procurement #: ITB 11-17 Title: 2011-2012 Road Paving      Department(s): Roads and Bridges      Amount: \$859,589.64

**FINANCIAL IMPACT:**

Procurement was approved by Council in Fiscal Year 2011-2012 budget process.

CONTINGENCY FUNDING: Amount/Percent: 10% \$78,144.52

Description: Contingency is requested to account for fluctuating asphalt prices and variations in estimated unit quantities. No additional roads will be added without County Council approval.

Finance Approval: Sally Kowery

**BACKGROUND DESCRIPTION:**

The bid document for Road Paving listed specific requirements that the contractor must follow. Specific roads along with the type of paving work required were listed in the bid with estimated quantities. Also the bid allowed for the cost of asphalt materials to be indexed to the SCDOT liquid asphalt index and this cost to be reviewed once a month to determine the price of the asphalt mix.

On January 31, 2012, formal sealed bids were opened. Twenty-seven companies were originally notified of this bid opportunity, four companies submitted bids, and one company submitted a no bid. Ashmore Bros., Inc of Greer, SC submitted the lowest bid of \$781,445.12.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None.

**ATTACHMENT(S):**

1. Bid Tab
2. Contracts
3. Tentative Road List

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve the award of Bid 11-17, Road Paving 2011-2012 to Ashmore Bros., Inc of Greer, SC in the amount of \$781,445.12 plus a 10% contingency of \$78,144.52 for a total amount of \$859,589.64.

Submitted or Prepared By: Robyn Courtwright  
Robyn Courtwright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



I hereby certify that to the best of my knowledge this tabulation of bids to be correct.

*Robyn Courtright*

Bidders			Ashmore Brothers		F & R Asphalt		Hubbard Paving		Pickens Construction		Venesky Asphalt	
Address			Greer, SC		Greer, SC		Walthalla, SC		Anderson, SC		Easley, SC	
Approx Qty	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
8507	Ton	Surface, Type C, w/SCDOT Stone Specs	68.68	584,280.76	66.95	569,543.65	73.00	621,011.00	NO BID		76.36	645,594.52
1043	Ton	Intermediate, Type C, Patching w/SCDOT Stone Specs	90.47	94,360.21	93.50	97,520.50	85.00	88,655.00			71.40	74,470.20
304	SY	Unsuitable Material	15.83	4,812.32	20.00	6,080.00	9.00	2,736.00			4.08	1,240.32
35	SY	Geogrid Material	23.20	696.00	55.00	1,650.00	18.00	540.00			5.12	183.60
1041	CY	Shoulder Build	20.27	21,101.07	18.50	19,258.50	27.50	28,827.50			21.08	21,944.28
6315	SY	Seeding	0.36	2,273.40	1.35	8,525.25	0.55	3,473.25			0.50	3,535.40
13285	SY	Milling in place	0.60	7,971.00	1.00	13,265.00	1.75	23,248.75			0.77	10,229.45
3692	SY	Excavation with Removal	4.07	15,026.44	4.75	17,537.00	6.00	22,152.00			2.53	9,414.80
8002	SY	Variable Mill	1.58	12,483.12	1.75	14,003.50	2.50	20,005.00			0.66	5,281.32
2509	TON	Hauling county stone	6.33	15,875.84	5.00	12,540.00	3.00	7,524.00			2.04	5,115.32
16977	SY	Set Up	1.08	18,335.16	1.25	21,221.25	1.50	25,495.50			0.61	10,355.97
25	Each	Compaction Test	80.00	2,000.00	100.00	2,500.00	1.25	31.25			51.00	1,275.00
25	Each	Core Testing	60.00	1,500.00	100.00	2,900.00	1.75	43.75			51.00	1,275.00
25	Each	Nuclear Testing	30.00	750.00	100.00	2,500.00	1.25	31.25			51.00	1,275.00
				781,445.12		788,654.65		843,544.25				795,191.98
Acknowledged Receipt of Addendum No 1			Yes		Yes		Yes				Yes	
Bid Bond			Yes		Yes		Yes				Yes	

Yellow denotes bidders math incorrect on Bid Form

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

THIS AGREEMENT made and entered into this 21st day of February 2012, by and between OCONEE COUNTY, South Carolina (hereinafter "the COUNTY") and, Ashmore Bros., Inc (hereafter "the CONTRACTOR").

**1. SCOPE OF WORK**

- a) For and in consideration of the **unit prices** hereinafter specified, (see Attachment A), CONTRACTOR agrees to perform on behalf of the COUNTY certain roadwork and asphaltting at the direction of Oconee County, the total of such work not to exceed \$781,445.12 dollars. The Roads and Bridges Manager of Oconee County shall elect roads to be set up and asphalted by the CONTRACTOR at the prices stated in the contractor's bid proposal.

**2. PROGRESS PAYMENTS**

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of five hundred (\$500.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

Therefore, the COUNTY shall retain 10% of all payments to insure payments of any liquidated damages as may occur and to insure full compliance with the contract.

**3. CONTRACT PERIOD**

The Contract Period and effective term of the Agreement shall run on or about February 22, 2012 until June 30, 2012, unless the parties mutually agree in writing to extend the same.

**4. OBLIGATIONS OF CONTRACTOR**

- a) The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete surfacing of the roads according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.
- b) CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c) CONTRACTOR shall employ certified personnel and equipment to prepare daily analysis reports that provide information regarding plant mix, including bitumen content, gradation, marshal stability. The COUNTY shall be supplied with a copy of this daily

analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State's analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right, at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using CONTRACTOR'S equipment at no additional cost to the COUNTY, to verify that specified mix design is being batched.

- d) Prior to any payments, CONTRACTOR will furnish to the COUNTY a performance bond and payment surety in the penal sum of \$781,445.12 dollars issued by a good and sufficient surety company licensed to do business in the State of South Carolina. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- e) CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.
- f) CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$2,000,000 limit.
- g) CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- h) CONTRACTOR may assign only one crew at a time to COUNTY work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No asphalt work is authorized without an Oconee County Inspector on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

## **5. DUTIES AND OBLIGATIONS OF THE COUNTY**

- a) COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.
- b) The COUNTY warrants that it has sufficient and valid right-of-ways for the roads upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a matter as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.

- c) Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the COUNTY to designate any specific amount of work for the CONTRACTOR and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs, not to exceed the maximum contract sum specified herein, all without the consent of the CONTRACTOR.

**6. GOVERNING LAW**

- a) The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b) The specifications and bid package #11-17, which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered  
In the Presence of:  
(As to County)

OCONEE COUNTY (SEAL)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Joel Thrift  
Oconee County Council Chair



(As to Contractor)

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_



## Attachment A

## COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Room 104, Walhalla, SC 29691

Phone: (864) 638-4141 / Fax: (864) 638-4142

**BID FORM**

BID NUMBER: 11-17 DATE: December 20, 2011

OPENING DATE AND TIME: January 31, 2012 @ 2:00 pm

OPENING LOCATION: Oconee County Procurement Office  
County Administrative Building, Room 104  
415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Road Paving 2011-2012

Approx Qty	Unit	Description	Unit Price	Total Estimated
8507	Ton	Surface, Type C, w/SCDOT Stone Specs	68.68	584,260.76
1043	Ton	Intermediate, Type C, Patching w/SCDOT Stone Specs	90.47	94,360.21
304	SY	Unsuitable Material	15.83	4,812.32
30	SY	Geogrid Material	23.20	696.00
1041	CY	Shoulder Build	20.27	21,101.07
6315	SY	Seeding	0.36	2,273.40
13285	SY	Milling in place	0.60	7,971.00
3692	SY	Excavation with Removal	4.07	15,026.44
8002	SY	Variable Mill	1.56	12,483.12
2508	TON	Hauling county stone	6.33	15,875.64
16977	SY	Set Up	1.08	18,335.16
25	Each	Compaction Test	80.00	2,000.00
25	Each	Core Testing	60.00	1,500.00
25	Each	Nuclear Testing	30.00	750.00
*DO NOT WRITE IN ANY ADDITIONAL PRICING. ALL COST SHALL BE INCLUDED IN UNIT PRICE*				
Contractor's Grand Total				781,445.12

FIRM NAME: Ashmore Bros., Inc.

SIGNATURE:  Title: President

Print Signature: Mark S Ashmore Date: 01/31/2012

By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.

DIRECTIONS TO TENTATIVE ROADS LIST (BID # 11-17 2011-2012)

SIMPLE OVERLAY

CHATTAN CT	WA	110	WESTMINSTER HWY FROM WALHALLA, LEFT ON W BEAR SWAMP RD, LEFT ON WARNER MILL RD, WILL BE ON THE RIGHT
WARNER MILL RD	WA	58	WESTMINSTER HWY FROM WALHALLA, LEFT ON W BEAR SWAMP RD, WILL BE ON THE LEFT
HUNTERS TRL	TU	5	COFFEE RD FROM WALHALLA, HUNTERS TRL WILL BE ON THE LEFT AFTER STRIBLING SHOALS RD (HUNTERS-RUN SUB)
LAKE RIDGE CIR	TU	142	SOUTH ON COFFEE RD FROM WALHALLA, LEFT ON HUNTERS TRL, WILL BE THE FIRST STREET ON RIGHT

RECONSTRUCTION MILL IN PLACE

BRIDGEVIEW DR	SE	305	NORTH ON KEOWEE SCHOOL RD FROM BOUNTYLAND, AFTER CROSSING FIRST BRIDGE, WILL BE FIRST ROAD ON LEFT (KNOLLWOOD MANOR SUB)
QUEEN ANNES LN	SE	100	WEST ON BLUE RIDGE BLVD FROM SENECA, RIGHT ON FRONTAGE RD, LEFT ON QUEEN ANNE LN, WILL BE SECOND STREET ON RIGHT

RECONSTRUCTION WITH EXCAVATION AND REMOVAL

BEACON SHORES DR	SE	463	NORTH ON KEOWEE SCHOOL RD FROM BLUE RIDGE BLVD IN SENECA, RIGHT ON PETTY RD, LEFT ON LUTHER LAND RD, WILL BE ON THE RIGHT (BEACON SHORES SUB)
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VARIABLE MILL

NAVIGATORS PT	SE	465	NORTH ON KEOWEE SCHOOL RD FROM BLUE RIDGE BLVD IN SENECA, RIGHT ON PETTY RD, LEFT ON LUTHER LAND RD, RIGHT ON BEACON SHORES DR, WILL BE ON THE LEFT. (BEACON SHORES SUB)
CAMELOT DR	SE	515	WEST ON BOUNTYLAND RD FROM BLUE RIDGE BLVD IN SENECA, WILL BE ON THE RIGHT PAST BLUEGRASS DR. THE CROSSING SUB
BRIGHT LEAF CT	SE	477	NORTH ON ROCHESTER HWY FROM BY-PASS 123 IN SENECA, LEFT ON GRAND SUMMIT DR, LEFT ON SOUTH SUMMIT DR, WILL BE ON THE LEFT PAST PINE CREEK CT
SOUTH SUMMIT DR	SE	473	NORTH ON ROCHESTER HWY FROM BY-PASS 123 IN SENECA, LEFT ON GRAND SUMMIT DR, WILL BE ON THE LEFT (THE SUMMIT)
PINE CREEK CT	SE	476	NORTH ON ROCHESTER HWY FROM BY-PASS 123 IN SENECA, LEFT ON GRAND SUMMIT DR, WILL BE ON THE LEFT (THE SUMMIT)

RECONSTRUCTION WITH EXCAVATION AND REMOVAL

HOYT ST	SE	358	IN UTICA MILL VILLAGE, SOUTH ON JAMERSON ST FROM EAST SOUTH 6TH ST RIGHT ON HOPE AVE, WILL BE FIRST STREET ON RIGHT
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# Oconee County Aeronautics Department

3/22/2012

Oconee County Airport

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## Airport Enterprise

- Staff of 6 (4 FT , 2 PT )
- 7 day per week Operation
- Full Service FBO (Airplane Gas Station +++)
- Public FAA funded facility
- 70+ based aircraft
- 40,000 + Operations per year
- Gateway to Upstate and BlueRidge of NC

3/22/2012

Oconee County Airport

2



## Airport Financials

- Total Avg Budget \$850K- 1.2Mil
- Revenues avg \$350-400K
- Expenses avg \$450- 550K

Economic Impact of 5000' long runway to County Economic Development is \$6 million +

2/22/2012

Deecee County Airport

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## Enterprise Overview (\$+)

- Fuel Sales (Jet A and 100LL)
- Aircraft Parking
- Aircraft Storage (Hangar Rentals)
- Land Leases (Corporate Hangar)
- Facility leases (Aircraft Maint by others)

2/22/2012

Deecee County Airport

4



## Enterprise Overview (\$-)

- Wages and Salaries
- Retail Fuel Expenses (pass thru)
- Operational Expenses
- Facilities Expenses
- Capital Expenses (FAA + SC help)

3/22/2012

Greene County Airport

5

## FAA FUNDING OF AIRPORTS

### TWO TYPES OF FAA GRANT FUNDING

1. AIP ANNUAL "ENTITLEMENT" (\$150K for CEU)  
(if FAA is funded... all airports get theirs, big airports \$\$\$)
2. AIP "DISCRETIONARY"  
(must be justified, on AIP document, with bids in hand)  
(amounts can vary widely \$200K - 6 million)

**RATIO: FAA 90% SC 5% COUNTY 5% (2012)**

\*ALL MONEYS have strings attached  
(grant assurances)

3/22/2012

Greene County Airport

6

## Projects Inprogress / on Horizon

1. Security Fencing (Wildlife Control measure) (in progress)
2. Land Acquisition - 13.23 acres (2 parcels) (in progress)
3. Approach Obstruction Clearing – Safety Mandated by FAA/SCDOA \$\$\$

2/22/2012

Deane County Airport

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## Airport Public Relations

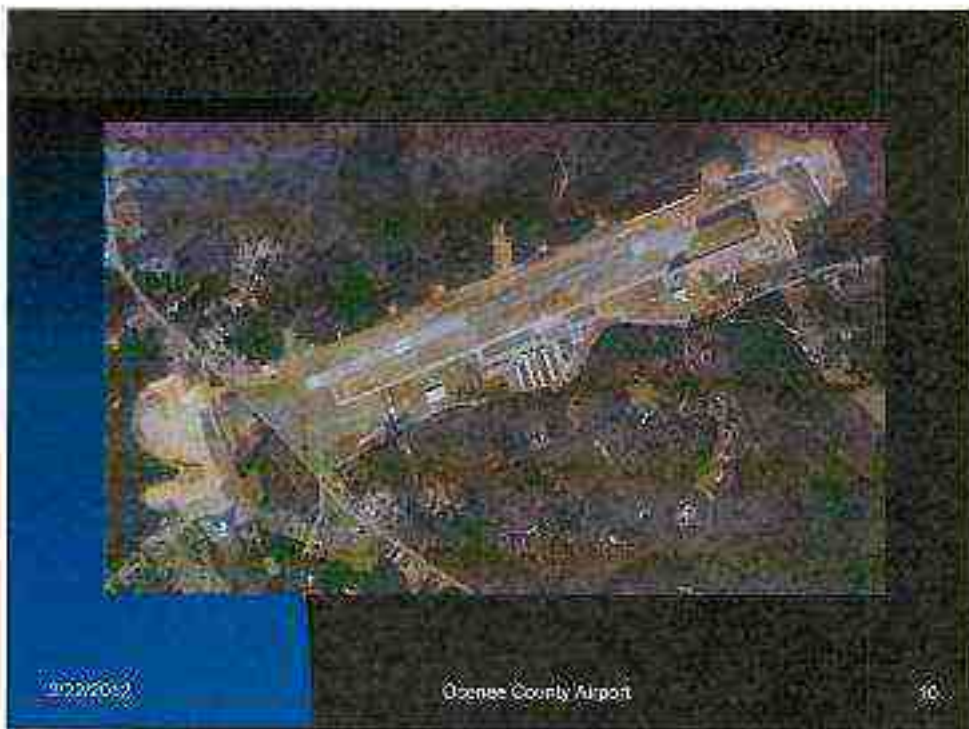
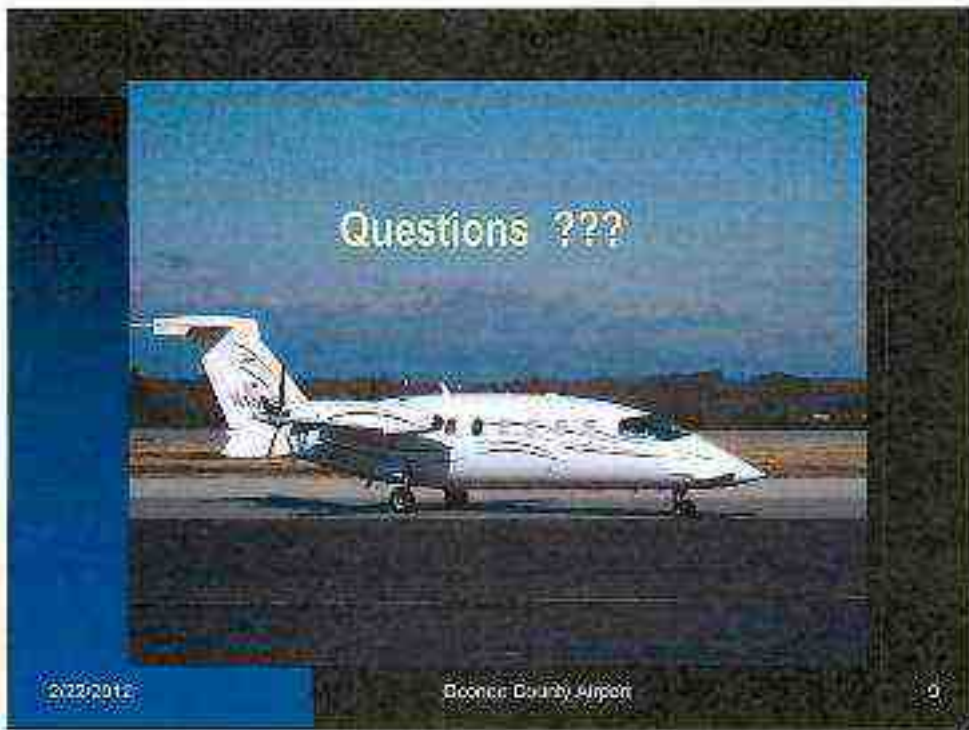
1. Humane Society Fund Raiser (Each May)
2. High School Educational Field Trips  
(On going in Fall and Spring)
3. Girl Scouts of America Visits (After School)

2/22/2012

Deane County Airport

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**OCONEE COUNTY, SOUTH CAROLINA  
GENERAL FUND REVENUE BUDGET REPORT  
JULY 1, 2011 to JANUARY 31, 2012**

DESCRIPTION	ORIGINAL BUDGET	YEAR-TO-DATE	REMAINING BALANCE	PERCENT COLLECTED
PROPERTY TAX	\$ 31,315,601	\$ 27,151,886	\$ 4,163,715	87%
INTERGOVERNMENTAL	3,128,300	1,554,761	1,573,539	50%
LICENSES, PERMITS & FEES	3,115,386	1,638,596	1,476,790	53%
FINES & FORFEITURES	600,500	193,806	406,694	32%
CHARGES FOR SERVICE	1,378,640	945,046	433,594	69%
INVESTMENT INCOME	400,000	120,529	279,471	30%
MISCELLANEOUS REVENUE	179,763	47,402	132,361	26%
SALE OF ASSETS	30,000	24,461	5,539	82%
TRANSFER-IN	828,402	26,017	802,385	3%
CAPITAL LEASE	1,614,812	1,614,812	-	100%
INSURANCE PROCEEDS		11,353	(11,353)	
APPROPRIATED FUND BALANCE	552,236			
	<u>\$ 43,143,640</u>	<u>\$ 33,328,669</u>	<u>\$ 9,262,735</u>	<u>79%</u>



**OCONEE COUNTY  
BUDGET REPORT BY DEPARTMENT  
JULY 1, 2011 to JANUARY 31, 2012**

	ORIGINAL BUDGET	YEAR-TO-DATE	PERCENT EXPENDED
ADMINISTRATOR'S OFFICE	\$ 695,109	\$ 229,075	33%
AIRPORT	815,767	571,026	70%
ANIMAL CONTROL	498,857	304,886	61%
ASSESSOR	1,275,756	775,938	61%
AUDITOR	437,475	249,639	57%
BRD OF ASSESSMENT APPEALS	11,868	1,353	11%
BUILDING CODES	488,342	264,252	54%
BUILDING MAINTENANCE	1,078,666	641,852	60%
CHAU RAM PARK	188,911	105,801	56%
CLERK OF COURT	705,248	409,748	58%
COMMUNICATIONS	1,739,957	732,730	42%
CORONER	155,992	86,119	55%
COUNTY COUNCIL	709,800	143,007	20%
DELEGATION	82,779	46,408	56%
DEPT OF SOCIAL SERVICES	11,500	6,896	60%
DIRECT AID	2,894,406	2,811,509	97%
ECONOMIC DEVELOPMENT	484,136	210,129	43%
EMERGENCY SERVICES	2,418,827	943,230	39%
FINANCE DEPARTMENT	560,895	350,389	62%
HEALTH DEPARTMENT	109,751	46,822	43%
HIGH FALLS PARK	281,133	143,921	51%
HUMAN RESOURCES	885,481	753,157	85%
INFORMATION TECHNOLOGY	1,467,553	757,359	52%
LAW ENFORCEMENT CENTER	3,221,756	1,514,456	47%
LIBRARY	1,342,010	757,773	56%
MAGISTRATE	670,238	416,110	62%
NON-DEPARTMENTAL	779,400	498,593	64%
PARKS, RECREATION, & TOUR	535,547	355,408	66%
PLANNING DEPARTMENT	231,264	146,321	63%
PROBATE COURT	360,440	212,966	59%
PROCUREMENT	191,964	111,130	58%
PUBLIC DEFENDER	150,000	75,000	50%
REGISTER OF DEEDS	313,534	181,108	58%
REGISTRATION & ELECTIONS	175,294	106,203	61%
ROAD DEPARTMENT	3,933,409	1,844,538	47%
SHERIFF	6,411,305	3,836,182	60%
SOIL & WATER CONSERVATION	55,551	32,180	58%
SOLICITOR	597,956	359,345	60%
SOLID WASTE DEPARTMENT	3,838,850	1,962,339	51%
SOUTH COVE PARK	291,019	137,101	47%
TAX COLLECTOR	426,369	270,341	63%
TRANSFERS OUT	81,804	(81,804)	100%
TREASURER	517,664	282,421	55%
VEHICLE MAINTENANCE	843,471	490,334	58%
VETERANS' AFFAIRS	176,586	102,571	58%

\$ 43,143,640

\$ 24,195,862

56%

**OCONEE COUNTY  
 DETAIL BUDGET REPORT BY DEPARTMENT  
 JULY 1, 2011 to JANUARY 31, 2012**

		ORIGINAL BUDGET	YEAR-TO-DATE	PERCENT EXPENDED
<b>ADMINISTRATOR'S OFFICE</b>	<b>Personnel</b>	\$ 332,321	\$ 140,895	42%
	<b>Operating</b>	322,788	46,101	14%
	<b>Capital</b>	40,000	42,078	105%
		<u>\$ 695,109</u>	<u>\$ 229,075</u>	
<b>AIRPORT</b>	<b>Personnel</b>	\$ 270,217	\$ 158,064	58%
	<b>Operating</b>	519,310	402,292	77%
	<b>Capital</b>	26,240	10,670	41%
		<u>\$ 815,767</u>	<u>\$ 571,026</u>	
<b>ANIMAL CONTROL</b>	<b>Personnel</b>	\$ 255,272	\$ 148,395	58%
	<b>Operating</b>	216,600	130,447	60%
	<b>Capital</b>	26,985	26,044	97%
		<u>\$ 498,857</u>	<u>\$ 304,886</u>	
<b>ASSESSOR</b>	<b>Personnel</b>	\$ 857,569	\$ 527,453	62%
	<b>Operating</b>	418,187	248,485	59%
		<u>\$ 1,275,756</u>	<u>\$ 775,938</u>	
<b>AUDITOR</b>	<b>Personnel</b>	\$ 344,820	\$ 206,518	60%
	<b>Operating</b>	92,655	43,121	47%
		<u>\$ 437,475</u>	<u>\$ 249,639</u>	
<b>BRD OF ASSESSMENT APPEALS</b>	<b>Personnel</b>	\$ 10,468	\$ 1,272	12%
	<b>Operating</b>	1,400	81	6%
		<u>\$ 11,868</u>	<u>\$ 1,353</u>	

**OCONEE COUNTY  
 DETAIL BUDGET REPORT BY DEPARTMENT  
 JULY 1, 2011 to JANUARY 31, 2012**

		ORIGINAL BUDGET	YEAR-TO-DATE	PERCENT EXPENDED
<b>BUILDING CODES</b>	<b>Personnel</b>	\$ 441,483	\$ 251,284	57%
	<b>Operating</b>	46,859	12,968	28%
		<u>\$ 488,342</u>	<u>\$ 264,252</u>	
<b>BUILDING MAINTENANCE</b>	<b>Personnel</b>	\$ 531,867	\$ 311,133	58%
	<b>Operating</b>	504,450	295,257	59%
	<b>Capital</b>	42,349	35,462	84%
		<u>\$ 1,078,666</u>	<u>\$ 641,852</u>	
<b>CHAU RAM PARK</b>	<b>Personnel</b>	\$ 147,011	\$ 86,721	59%
	<b>Operating</b>	31,100	8,645	28%
	<b>Capital</b>	10,800	10,435	97%
		<u>\$ 188,911</u>	<u>\$ 105,801</u>	
<b>CLERK OF COURT</b>	<b>Personnel</b>	\$ 539,945	\$ 324,012	60%
	<b>Operating</b>	135,649	85,736	63%
	<b>Capital</b>	29,654	-	0%
		<u>\$ 705,248</u>	<u>\$ 409,748</u>	
<b>COMMUNICATIONS</b>	<b>Personnel</b>	\$ 1,153,279	\$ 625,999	54%
	<b>Operating</b>	206,678	103,148	50%
	<b>Capital</b>	380,000	3,582	1%
		<u>\$ 1,739,957</u>	<u>\$ 732,730</u>	
<b>CORONER</b>	<b>Personnel</b>	\$ 77,787	\$ 45,646	59%
	<b>Operating</b>	78,205	40,472	52%
		<u>\$ 155,992</u>	<u>\$ 86,119</u>	



**OCONEE COUNTY  
 DETAIL BUDGET REPORT BY DEPARTMENT  
 JULY 1, 2011 to JANUARY 31, 2012**

		ORIGINAL BUDGET	YEAR-TO-DATE	PERCENT EXPENDED
<b>COUNTY COUNCIL</b>	<b>Personnel</b>	\$ 125,601	\$ 75,798	60%
	<b>Operating</b>	584,199	67,209	12%
		<u>\$ 709,800</u>	<u>\$ 143,007</u>	
<b>DELEGATION</b>	<b>Personnel</b>	\$ 66,354	\$ 39,138	59%
	<b>Operating</b>	16,425	7,271	44%
		<u>\$ 82,779</u>	<u>\$ 46,408</u>	
<b>DEPT OF SOCIAL SERVICES</b>	<b>Operating</b>	\$ 11,500	\$ 6,896	60%
		<u>\$ 11,500</u>	<u>\$ 6,896</u>	
<b>DIRECT AID</b>	<b>Operating</b>	\$ 2,894,406	\$ 2,811,509	97%
		<u>\$ 2,894,406</u>	<u>\$ 2,811,509</u>	
<b>ECONOMIC DEVELOPMENT</b>	<b>Personnel</b>	\$ 242,532	\$ 111,583	46%
	<b>Operating</b>	210,400	67,002	32%
	<b>Capital</b>	31,204	31,544	101%
		<u>\$ 484,136</u>	<u>\$ 210,129</u>	
<b>EMERGENCY SERVICES</b>	<b>Personnel</b>	\$ 1,278,074	\$ 490,207	38%
	<b>Operating</b>	893,753	234,990	26%
	<b>Capital</b>	247,000	218,033	88%
		<u>\$ 2,418,827</u>	<u>\$ 943,230</u>	
<b>FINANCE DEPARTMENT</b>	<b>Personnel</b>	\$ 494,295	\$ 296,953	60%
	<b>Operating</b>	66,600	53,437	80%
		<u>\$ 560,895</u>	<u>\$ 350,389</u>	

**OCONEE COUNTY  
 DETAIL BUDGET REPORT BY DEPARTMENT  
 JULY 1, 2011 to JANUARY 31, 2012**

		ORIGINAL BUDGET	YEAR-TO-DATE	PERCENT EXPENDED
<b>HEALTH DEPARTMENT</b>	Operating	\$ 109,751	\$ 46,822	43%
		<u>\$ 109,751</u>	<u>\$ 46,822</u>	
<b>HIGH FALLS PARK</b>	Personnel	\$ 188,848	\$ 111,092	59%
	Operating	92,285	32,829	36%
		<u>\$ 281,133</u>	<u>\$ 143,921</u>	
<b>HUMAN RESOURCES</b>	Personnel	\$ 220,171	\$ 131,644	60%
	Operating	665,310	621,513	93%
		<u>\$ 885,481</u>	<u>\$ 753,157</u>	
<b>INFORMATION TECHNOLOGY</b>	Personnel	\$ 611,303	\$ 329,233	54%
	Operating	501,750	225,308	45%
	Capital	354,500	202,818	57%
		<u>\$ 1,467,553</u>	<u>\$ 757,359</u>	
<b>LAW ENFORCEMENT CENTER</b>	Personnel	\$ 2,268,190	\$ 1,135,298	50%
	Operating	904,654	361,515	40%
	Capital	48,912	17,643	36%
		<u>\$ 3,221,756</u>	<u>\$ 1,514,456</u>	
<b>LIBRARY</b>	Personnel	\$ 1,024,985	\$ 602,027	59%
	Operating	317,025	155,746	49%
		<u>\$ 1,342,010</u>	<u>\$ 757,773</u>	

**OCONEE COUNTY  
 DETAIL BUDGET REPORT BY DEPARTMENT  
 JULY 1, 2011 to JANUARY 31, 2012**

		ORIGINAL BUDGET	YEAR-TO-DATE	PERCENT EXPENDED
<b>MAGISTRATE</b>	<b>Personnel</b>	\$ 538,325	\$ 318,082	59%
	<b>Operating</b>	109,913	76,950	70%
	<b>Capital</b>	22,000	21,078	96%
		<u>\$ 670,238</u>	<u>\$ 416,110</u>	
<b>NON-DEPARTMENTAL</b>	<b>Operating</b>	\$ 779,400	\$ 498,593	64%
		<u>\$ 779,400</u>	<u>\$ 498,593</u>	
<b>PARKS, RECREATION, &amp; TOUR</b>	<b>Personnel</b>	\$ 259,441	\$ 151,585	58%
	<b>Operating</b>	253,150	180,883	71%
	<b>Capital</b>	22,956	22,939	100%
		<u>\$ 535,547</u>	<u>\$ 355,408</u>	
<b>PLANNING DEPARTMENT</b>	<b>Personnel</b>	\$ 195,214	\$ 116,963	60%
	<b>Operating</b>	14,050	8,376	60%
	<b>Capital</b>	22,000	20,981	95%
		<u>\$ 231,264</u>	<u>\$ 146,321</u>	
<b>PROBATE COURT</b>	<b>Personnel</b>	\$ 324,945	\$ 195,797	60%
	<b>Operating</b>	35,495	17,169	48%
		<u>\$ 360,440</u>	<u>\$ 212,966</u>	
<b>PROCUREMENT</b>	<b>Personnel</b>	\$ 178,114	\$ 106,292	60%
	<b>Operating</b>	13,850	4,838	35%
		<u>\$ 191,964</u>	<u>\$ 111,130</u>	
<b>PUBLIC DEFENDER</b>	<b>Operating</b>	\$ 150,000	\$ 75,000	50%
		<u>\$ 150,000</u>	<u>\$ 75,000</u>	

**OCONEE COUNTY  
 DETAIL BUDGET REPORT BY DEPARTMENT  
 JULY 1, 2011 to JANUARY 31, 2012**

		ORIGINAL BUDGET	YEAR-TO-DATE	PERCENT EXPENDED
<b>REGISTER OF DEEDS</b>	Personnel	\$ 228,734	\$ 137,619	60%
	Operating	84,800	43,489	51%
		<u>\$ 313,534</u>	<u>\$ 181,108</u>	
<b>REGISTRATION &amp; ELECTIONS</b>	Personnel	\$ 116,974	\$ 67,181	57%
	Operating	58,320	39,022	67%
		<u>\$ 175,294</u>	<u>\$ 106,203</u>	
<b>ROAD DEPARTMENT</b>	Personnel	\$ 2,014,534	\$ 1,146,806	57%
	Operating	943,875	567,202	60%
	Capital	975,000	130,530	13%
		<u>\$ 3,933,409</u>	<u>\$ 1,844,538</u>	
<b>SHERIFF</b>	Personnel	\$ 5,272,458	\$ 3,112,661	59%
	Operating	888,847	479,941	54%
	Capital	250,000	243,580	97%
		<u>\$ 6,411,305</u>	<u>\$ 3,836,182</u>	
<b>SOIL &amp; WATER CONSERVATION</b>	Personnel	\$ 38,751	\$ 23,269	60%
	Operating	16,800	8,911	53%
		<u>\$ 55,551</u>	<u>\$ 32,180</u>	
<b>SOLICITOR</b>	Personnel	\$ 596,456	\$ 359,218	60%
	Operating	1,500	127	8%
		<u>\$ 597,956</u>	<u>\$ 359,345</u>	



**OCONEE COUNTY  
 DETAIL BUDGET REPORT BY DEPARTMENT  
 JULY 1, 2011 to JANUARY 31, 2012**

		ORIGINAL BUDGET	YEAR-TO-DATE	PERCENT EXPENDED
<b>SOLID WASTE DEPARTMENT</b>	Personnel	\$ 1,763,275	\$ 1,025,510	58%
	Operating	1,775,175	894,329	50%
	Capital	300,400	42,500	14%
		<u>\$ 3,838,850</u>	<u>\$ 1,962,339</u>	
<b>SOUTH COVE PARK</b>	Personnel	\$ 177,949	\$ 100,170	56%
	Operating	113,070	36,931	33%
		<u>\$ 291,019</u>	<u>\$ 137,101</u>	
<b>TAX COLLECTOR</b>	Personnel	\$ 150,792	\$ 90,062	60%
	Operating	275,577	180,279	65%
		<u>\$ 426,369</u>	<u>\$ 270,341</u>	
<b>TRANSFERS OUT</b>	Operating	\$ 81,804	\$ (81,804)	-100%
		<u>\$ 81,804</u>	<u>\$ (81,804)</u>	
<b>TREASURER</b>	Personnel	\$ 346,981	\$ 206,414	59%
	Operating	170,683	76,007	45%
		<u>\$ 517,664</u>	<u>\$ 282,421</u>	
<b>VEHICLE MAINTENANCE</b>	Personnel	\$ 727,766	\$ 425,734	58%
	Operating	91,900	40,842	44%
	Capital	23,805	23,757	100%
		<u>\$ 843,471</u>	<u>\$ 490,334</u>	
<b>VETERANS' AFFAIRS</b>	Personnel	\$ 167,986	\$ 100,122	60%
	Operating	8,600	2,450	28%
		<u>\$ 176,586</u>	<u>\$ 102,571</u>	
		<u>\$ 43,143,640</u>	<u>\$ 24,195,862</u>	56%

**OCONEE COUNTY, SOUTH CAROLINA  
ROCK QUARRY FUND BUDGET REPORT  
JULY 1, 2011 to JANUARY 31, 2012**

DESCRIPTION	ORIGINAL BUDGET	YEAR-TO-DATE	REMAINING BALANCE	PERCENT COLLECTED/ EXPENDED
<b>REVENUE:</b>				
ROCK SALES	\$ 3,600,000	\$ 1,655,423	\$ 1,944,577	46%
INVESTMENT INCOME	5,000	727	4,273	15%
CREDIT APPLICATION FEE	400	200	200	50%
GAIN ON SALE OF ASSET		368		
<b>TOTAL REVENUE</b>	<b><u>\$ 3,605,400</u></b>	<b><u>\$ 1,656,718</u></b>	<b><u>\$ 1,949,050</u></b>	<b><u>46%</u></b>
<b>EXPENDITURES:</b>				
PERSONNEL	\$ 907,059	\$ 540,875	\$ 366,184	60%
OPERATING	1,036,922	505,233	531,689	49%
DEPRECIATION	441,882	257,765	184,118	58%
CAPITAL	443,385	146,635	296,750	33%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 2,829,248</u></b>	<b><u>\$ 1,450,508</u></b>	<b><u>\$ 1,378,740</u></b>	<b><u>51%</u></b>

**OCONEE COUNTY, SOUTH CAROLINA  
EMERGENCY SERVICES FUND BUDGET REPORT  
JULY 1, 2011 to JANUARY 31, 2012**

DESCRIPTION	ORIGINAL BUDGET	YEAR-TO-DATE	REMAINING BALANCE	PERCENT COLLECTED/ EXPENDED
<b>REVENUE:</b>				
PROPERTY TAX REVENUE	\$ 1,278,874	\$ 1,232,559	\$ 46,315	96%
<b>TOTAL REVENUE</b>	<u><u>\$ 1,278,874</u></u>	<u><u>\$ 1,232,559</u></u>	<u><u>\$ 46,315</u></u>	<u><u>96%</u></u>
<b>EXPENDITURES:</b>				
OPERATING	\$ 56,400	\$ 25,665	\$ 30,735	46%
CAPITAL	788,000	32,700	755,300	4%
DIRECT AID TO DISTRICTS	1,226,000	609,104	616,896	50%
<b>TOTAL EXPENDITURES</b>	<u><u>\$ 2,070,400</u></u>	<u><u>\$ 667,469</u></u>	<u><u>\$ 1,402,931</u></u>	<u><u>32%</u></u>